



Small Business  
Development Corporation



# WA Small Business Growth Grants Program

Program Guidelines

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## Objective

The Small Business Growth Grants Program (the Program) is a WA Government business support initiative to help WA small and medium businesses to develop, grow and expand.

## Program Overview

The Program has been created to support eligible established small businesses operating in Western Australia who are seeking to grow their business to improve business performance, sustainability, and profitability.

Funding to a maximum of \$10,000 per applicant in the form of a voucher will be provided to co-fund the costs of eligible services provided by a professional service provider. The applicant must provide funding equal to or greater than the value of an approved voucher.

Businesses can make multiple applications for a maximum of \$10,000 in vouchers.

A maximum of \$1 million is available for the Program, and vouchers will be offered on a competitive application basis, and preference will be given to WA based service providers.

### IMPORTANT NOTES:

- Vouchers are not grants. The voucher amount is payable by SBDC directly to the service provider nominated by the approved applicant upon presentation of the required evidence.
- All expenditure must be incurred **after** the voucher has been issued. Vouchers will not be provided for retrospective activities. Applicants will need to meet the cost of any ineligible expenditure associated with the approved services.

## Key dates

Small Business Growth Grants Program	Date	Time (AWST)
<b>Applications Open</b>	<b>4 August 2025</b>	<b>10.00am</b>
<b>Applications Close</b>	<b>3 October 2025</b>	<b>5.00pm</b>

## Eligibility criteria

To be eligible for the Program, the applicant must meet **all** criteria listed below:

- Has held an Australian Business Number (ABN), without interruption, on or before 1 January 2024 and is located in Western Australia.
- Has been registered for GST, without interruption, on or before 1 January 2024.
- Has the principal place of business in Western Australia; and has been in continuous operation in Western Australia on or before 1 January 2024; and will continue to trade into the foreseeable future; and there are no plans, events and/or circumstances known to the applicant which would result in their business ceasing to trade.
- Be a for-profit organisation or business (not for profits and charities are ineligible).
- If a Regional WA small business - Has an annual turnover exceeding \$100,000 for businesses trading and have been physically located in regional WA for at least 12 months.
- If a Metropolitan WA small business – Has an annual turnover exceeding \$200,000 for businesses trading and physically located in WA metropolitan area.
- Has an Australia-wide annual payroll of less than \$4 million.
- Have at least one full-time equivalent and no more than 20 full-time equivalent employees, including owners and directors.
- Provide an unredacted PDF copy of their business bank statement demonstrating 2025 business-related transactions, a BSB, an account number and the business name associated with the application.
- Agree to the Program Terms and Conditions.

Applicants using service providers based and trading in WA will have preference in the event the Program is over subscribed.

## Ineligible applicants and service providers

If one or more of the following applies to an applicant, **they are ineligible**:

- a) Private or public educational institutions, government agencies and government owned bodies, statutory corporations, and local government bodies.
- b) Publicly funded research institutions
- c) Industry associations
- d) Not-for-profit organisations or charities
- e) Community-based organisations
- f) Self-funded super funds, property and investment companies, businesses without a commercial trading presence
- g) Has outstanding grant acquittals or unmet obligations from other government funding.
- h) The owners/directors are insolvent or have an undischarged bankruptcy.
- i) Have received other government grants or vouchers related to business growth in the 2023/24, 2024/2025 and 2025/26 financial years.
- j) Has a conflict of interest with a service provider.
- k) Is in administration, in strike-off, in liquidation, insolvent, or has outstanding ATO obligations and creditors.

If one or more of the following applies to an applicant's nominated service provider, the application may be ineligible:

- a) Has outstanding grant acquittals or unmet obligations from other government funding.
- b) Owners/directors that are insolvent or have an undischarged bankruptcy.
- c) Has a conflict of interest with the applicant.
- d) Is in administration, in strike-off, in liquidation, insolvent, or has outstanding ATO obligations and creditors.
- e) Has an ABN registered on or after 1 July 2025.
- f) Is registered for GST on or after 1 July 2025.

Note: The SBDC reserves the right to decide in its discretion if an applicant meets the eligibility criteria.

## Service Providers

Applicants who meet the eligibility requirements are encouraged to use locally based professional service providers where possible.

Service providers nominated by the applicant to complete the services may be publicly funded entities, not-for-profit enterprises, or privately owned businesses. The applicant must provide evidence that the service provider has experience or expertise (or where applicable, certification) in service delivery for the services detailed in the quote. This evidence may include, but not be limited to, company brochures; customer testimonials and references; and samples of work for other clients (with redacted text if required).

The service provider will not be the business' accountant.

Service providers may partner with other service providers to deliver the quoted services; however, such arrangements must be fully disclosed within the quotation attached to a voucher application, clearly stating the experiences and responsibilities for each delivery partner. Applicants that submit quotations from service providers that are providing only a project management service, will be deemed ineligible.

Applicants and service providers must be entirely separate entities. For example, they may not be owned by the same parent company, share governance, or have common directors. Applicants and service providers must not be direct family members, either by birth or marital status.

Service providers may submit quotes for up to five applicants. If quotations submitted by differentially named providers, share board members, ownership, or key personnel, the SBDC reserves the right to treat the quotations as being submitted by similar entities, to add up to a maximum of five.

Service providers must be able to issue invoices addressed to both the applicant and the SBDC for the quoted work if the voucher application is successful (to meet 50:50 co-contribution requirements). The SBDC will pay service providers the amount stated on the voucher, once the voucher redemption requirements are met by the approved applicant, and supplier creation forms are completed for the SBDC's finance systems. The SBDC does not reimburse applicants if they pay more than their required co-contribution to the service provider.

## Eligible expenditure

Program funding is available for business to access professional advice, services and systems to help their business grow, develop and expand. Services must be directly related to the commercial operation of the business, or the implementation of projects funded through this Program. Refer to Appendix A – Small Business Growth Grants Program Categories, for a list of funding service areas and examples.

## Excluded expenditure

Ineligible expenditure includes any costs related to:

- a) Operational, business-as-usual or recurring costs, including any expenses related to buildings, land, utilities, workforce, wages, education, training courses and workshops (excluding workshops related to implementation of a funded service under this Program)
- b) Purchase or replacement of assets, stock, property, plant, software, hardware and equipment
- c) Memberships, accreditation, certification, subscriptions, registration or joining fees
- d) Legal, regulatory compliance, real estate and rental fees
- e) Fees for management, recruitment, insurance, franchise, bookkeeping or accounting
- f) Legal, taxation or investment advice
- g) Maintenance of existing digital technologies, ongoing software or IT management and hosting fees and charges
- h) Advertising fees, materials, photography, video and signage
- i) Contract design, development, negotiation and disputes
- j) Performing grant or tender writing
- k) Website development that is not part of a re-branding or re-positioning strategy
- l) Business travel, transport and accommodation costs in relation to the delivery of these services
- m) Services from related parties or already provided through another program or that commenced before funding is approved.

## Application process

Step 1. Complete an online application via SmartyGrants and attach all the following:

- a) Financial documents

One of the following:

- i. Profit and Loss statement for the previous 12-month period, or
- ii. Four most recent BAS statements; and,
- iii. The most recent Notice of Assessment.

- b) Service details

An overview of your eligible activity including a project title, planned commencement and completion date and requested funding amount and the co-funding amount being paid by the applicant to the service provider.

- c) An application summary of no more than two pages  
This should cover:
- i. What your business does.
  - ii. The issue or challenge this program will help you overcome.
  - iii. What you are hoping to achieve and what results you expect.
- d) One quote from a service provider with the experience and expertise needed. Your quote must include:
- A quote number and date
  - Your provider's ABN (Australian Business Number)
  - Your provider's contact person and their details
  - Your business entity name
  - Your business address
  - Terms and conditions of payment to your provider
  - A description of work that includes a detailed description and cost of each part of the services being proposed and details of any subcontractors and the percentage of work they'll be doing.
  - To confirm your service provider is an independent third party (i.e. has no financial or other ties to your business entity), your service provider must **include and sign** the following statement in their quotation: "This is to confirm that [Service Provider Business Entity Name] is an independent third party, and that [Service Provider Business Entity Name] has no direct connection or relationship with [Applicant Entity Name]."
  - The estimated start and completion dates
  - A full cost breakdown including a separate subtotal (excluding GST), GST amount and total cost (including GST).

**Quotations will not be accepted after the closure date** and applications without the required quotations will be considered ineligible.

Step 2. Review and submit your online application.

Ensure that you have accurately provided all the required information. Your application will not be considered unless you have provided all the above documentation. Additional requests for information may occur.

## Assessment – How will an application be assessed

The assessment process aims to objectively identify eligible applicants to whom vouchers could assist to access professional advice, services and systems to help their business grow, develop and expand.

Applications will be assessed in part on the evidence supplied detailing how the proposed service will contribute to business growth, and the reasonableness of the cost associated with that service.

Service providers may provide quotations for up to five applicants for the Program. If quotations provided by differentially named providers share board members, ownership, or key personnel, SBDC reserves the right to treat the quotations as being submitted by similar entities and may not be accepted.

Unsuccessful applicants will receive a notification from the SBDC grants team notifying them of an unsuccessful application.

## Assessment process

- Step 1. Application received.  
Application received by the SBDC through the SmartyGrants platform.
- Step 2. Eligibility assessment.  
The applicant and service provider will be assessed for eligibility.
- Step 3. Budget and expenditure assessment.  
The provided quote and request for funding will be assessed for eligibility.
- Step 4. Application outcome.  
Applicants will receive a notification of the outcome of their application within an estimated five weeks after submission.

## Voucher conditions of use

- 1. Vouchers will be provided to the approved applicant on a cash co-contribution basis (the approved applicant contributes \$1 for every \$1 of value awarded through the voucher). A copy of the tax invoice(s)/tax receipt(s) paid by the approved applicant must be provided before SBDC makes payment of the voucher value to the service provider via a tax invoice made out to SBDC. Any additional costs incurred must be paid by the approved applicant.
- 2. Vouchers are capped at a maximum value depending on the quote provided. The voucher will cover 50 per cent of eligible costs up to a maximum of \$10,000 per successful applicant. For example, to receive the full \$10,000, you must have eligible costs of at least \$20,000.
- 3. Funds from other State and Australian Government funding programs or in-kind contributions cannot form part of the applicant's co-contribution.

## Voucher validity period

Approved voucher activities are to commence within one month of notification of the voucher being awarded and must be completed within a period of six months. Should activities not commence within two months of the voucher being awarded, SBDC reserves the right to cancel the voucher by providing written notice to the approved applicant. If a service provider is unable to commence works as scheduled, the SBDC must be contacted immediately.



## Payment of funds

Payment for the value of the voucher will be made directly to the service provider following confirmation from the approved applicant that the services have been completed, and that the approved applicant has met their co-contribution requirements. SBDC will not pay the approved applicant the value of the voucher.

Following the completion of the services, the approved applicant must complete a Service Completion Form and provide the following:

- **Service Completion Form** – The approved applicant will receive an email from the SBDC's SmartyGrants team with a link to this form. We recommend that you save this link, along with this notification email and attached voucher. The Service Completion Form, within Smarty Grants also outlines the process for redemption of the voucher and affords an opportunity for you to provide feedback to the SBDC on the outcomes of the program before payment for the vouchered amount can be made by the SBDC to your service provider.
- **A compliant tax invoice** from the approved service provider addressed to the "Small Business Development Corporation, GPO Box C111, Perth, Western Australia 6001". The description must state 'Redemption of Small Business Growth Grants voucher for services provided to [your business entity] and must include the details of the services provided in the approved quotation for the approved voucher amount.
- **A copy of the tax invoice supplied to the applicant** for the co-contribution amount, being no less than the approved voucher amount.
- **Evidence of your co-contribution being paid**, for example, an EFT receipt and a paid invoice receipt.

GST will be paid in addition to the voucher value where applicable.

The approved applicant must cover any upfront payments out of their co-contribution to the services.

## Tax Information

This payment is assessable income for taxation purposes. Applicants and service providers should seek independent professional advice on their taxation obligations or assistance from the Australian Taxation Office. The SBDC does not provide taxation advice.

## Evaluation

Successful applicants may also be required to participate in project reports. With notice, an officer from the SBDC may request an update on your project.

Applicants may be contacted to gather feedback on their experience with the Program, this information will help to improve the Program and ensure it is meeting its intended objectives and outcomes.

## Further information

For further information please contact the SBDC by visiting our website at [smallbusiness.wa.gov.au/growth](http://smallbusiness.wa.gov.au/growth) for contact details.

The SBDC website is a valuable resource for accessing information to support applications, including business research, strategies, and templates.

**Please read the Terms and Conditions carefully as the applicant will be legally bound by them once they have submitted their application.**

## Key definitions

### Acquittal

It is a condition of WA Government funding and ensures the obligations of both parties (Applicant and WA Government) have been met in accordance with the terms and conditions of the Program.

Acquitting a Voucher involves the approved applicant verifying the payment of the co-contribution, the provision of detailed tax invoices and receipt of payment, and provides information about the outcome of the funded activity.

### Approved Applicant

An approved applicant is a business that meets the eligibility criteria as listed in this Program's Guidelines and has received an approval notification.

### AWST

Australian Western Standard Time

### Business operating in West Australia

West Australian businesses must satisfy all three elements of the definition:

- a. Operating in WA – the enterprise is currently engaged in productive activities (for example, production of goods or delivery of services) within WA.
- b. Significant permanent presence – the enterprise maintains an office, manufacturing facilities or other permanent base within WA.
- c. Employing WA residents – the enterprise employs WA residents. An enterprise which relies exclusively on transient, interstate/international labour or a fly-in fly-out workforce will not satisfy this element. (For the purposes of this Program, employ includes subcontracting to WA residents).

### Conflict of Interest

A conflict of interest is where you have a conflict between your personal and professional duties or associations in relation to this voucher.

### Eligible services

Eligible services are services defined as eligible in the 'Business Growth Program Guidelines.' A copy of this can be found in Appendix A.

### Evidence of works completed

Evidence of works completed are used to confirm that the service provider has met the voucher applicant's business needs as per the quotation and determine value for money. Depending on the work undertaken, the evidence of works completed should be a short report supported by any relevant documentation. The SBDC may request more information if the supplied evidence is not sufficient.

### GST

Goods and Services Tax.

### Key contact

The applicant person to contact if there are any queries or information required in relation to the program.

Program

The 2025 Small Business Growth Grants Program.

Project

The services/activities as described in the quote/service agreement with the applicant's service provider.

Related Entity

- a. In the case of a company, a related entity within the meaning of section 50AAA of the *Corporations Act 2001* (Cth), and directors, officers and shareholders of the company and/or a Related Entity;
- b. In the case of other incorporated bodies, a member of the board of management of that body or other person that is in a position of influence in respect of decision making of that body; and
- c. In the case of unincorporated bodies, includes sole traders, members of a partnership, joint venturers, and members of the management committee.

Related Party

A person, associated or connected (actual, potential or perceived) because of any of the following:

- a. they are a related entity;
- b. of a family relationship;
- c. of a business partnership;
- d. one is a company and the other is a director or manager of the company;
- e. one is a private company and the other is a shareholder in the company; or
- f. a chain of relationships can be traced between them or their family members under one or more of the above sub-paragraphs.

Relationship (family)

A person connected to you by family (e.g., parents, siblings, aunts, uncles, cousins).

SBDC

The Small Business Development Corporation

Service provider

A business is an eligible service provider if they:

- a) Are a business operating in WA
- b) Are a legal entity (a natural person or an incorporated entity)
- c) Hold a valid Australian Business Number (ABN)
- d) Hold and maintain all relevant business, occupation and related permits, licenses and insurance coverage required to undertake work in connection with the Program (copies must be provided as evidence on request)
- e) Hold a current Public Liability Insurance and/or Professional Indemnity Insurance policy.

## Voucher

A non-transferable voucher provided to approved applicants in this program. The service provider is paid directly by the SBDC when the approved applicant redeems the voucher. Vouchers have no cash value.

## WA

Western Australia.

## Appendix A – Eligible Program Service Areas

Note:

- Mentoring and coaching services that help business managers maximise the effectiveness of the implementation in any of the service areas listed below, is also supported.
- The eligible activity examples list below is not exhaustive, similar activities may be considered.
- The SBDC retains absolute discretion as to what services will be approved under the Program.

Category	Service Area	Description	Activities Example
Organisation	Strategic business planning	Professional advice and services to help identify and articulate business goals and strategically plan for an organisation's future development.	Strategic business planning; SWOT analysis; business continuity; risk management; expansion or diversification strategies; change management strategies and implementation advice.
Workforce	Workforce development and planning	Strategies to recruit, train, and manage employees to ensure the business has the right staff capability and skills.	Staff retention strategies; staff attraction strategies; strategic planning for recruitment (excluding recruitment costs); performance planning and management; skill gap analysis; workforce analysis; succession planning and assessment.
	People management	Strategies to improve hiring processes, developing training programs, enhancing employee relations, and creating policies for better workforce management.	Employee skill assessment and development plans; human resources policies, and procedures; Aboriginal employment planning; job evaluation and design; human resources audit and compliance review; position profiling for workforce efficiency.
Marketing	Marketing and communication planning	Strategies to promote a business's products or services and effectively conveying messages to its target audience.	Marketing strategic planning; market assessment; marketing implementation planning; branding and repositioning strategies; communication plans and strategy; media planning; customer segmentation strategy; marketing campaign planning; industry insight; export readiness; market expansion.

Category	Service Area	Description	Activities Example
	Digital marketing	Strategies to use online channels and technologies to promote products, services or brands to reach and engage with customers.	Digital marketing analysis and planning; website development that is an element of a re-branding or re-positioning strategy, search engine optimisation (as part of a digital marketing strategy)
	Market research	Methods of gathering and analysing information about consumers, competitors, and market to make informed decisions.	Market research analysis and report; customer research analysis (including survey); new market entry strategic planning; competitive analysis; market and customer segmentation.
Finance	Financial planning	Skilled guidance on how a business can strategically manage its finances for sustainable future growth.	Financial planning and forecasting; financial management strategies; asset management strategies; cash flow modelling; sales optimisation.
	Financial performance	Advice and planning to optimise financial operations and to strengthen the financial health and profitability of business.	Forecasting and budgeting, cost management optimisation; financial performance monitoring and advice; debt management and financing strategies; financial management review; working capital strategy.
Operations	Procurement	Advice and support that enhances and optimises how businesses acquire and manage the goods and services they need. Including streamlining procurement processes, negotiating better deals with suppliers, and implementing efficient purchasing strategies to help businesses save costs and operate more effectively.	Procurement strategies and advice; review and management of tender response documentation (e.g. document library); procurement policies and guidelines; sourcing and supplier selection strategies.
	Organisational governance	Expert guidance and frameworks to ensure businesses operate ethically and efficiently through strong governance practice.	Governance frameworks and internal controls; operational policies and procedures.
	Work Health and Safety	Services that help business to develop systems and practices to promote and maintain a safe and healthy workplace for employees.	Risk management and hazard control strategies; management system development; development and review of policies and procedures; emergency response planning, policy and procedures.

Category	Service Area	Description	Activities Example
	Business improvement and innovation	Activities aimed at enhancing how businesses operate and innovate to stay competitive and achieve growth.	Analysis of business efficiency; productivity; processes or workflows; process improvement and automation planning; human-centered design and customer experience analysis and modelling; customer support frameworks; quality assurance reviews.
	Supply chain management and planning	Activities and strategies aimed at enhancing the efficiency, reliability, cost-effectiveness of a company's supply chain operations, overall profitability and competitiveness of the business.	Distribution channel optimisation; logistics and supply chain analysis, assessment and strategic planning; logistics and transport optimisation strategies; supply chain development; supply chain sustainability assessments.
	Records and document management	Advice and planning to achieve efficient organisation and secure handling of business records and information.	System review and implementation advice; policies and procedures; information retention. Note: refer to Cyber Security for data security IT services
Information and Communication Technology (ICT)	Information and communication technology management	Assessment and identification of inefficiencies, vulnerabilities and solutions to optimise technology resources and support.	ICT governance and risk management strategic planning, including Cyber Security; ICT systems review; information technology strategy development; ICT management policy and procedures; data management system review and strategies.



# 2025 Small Business Growth 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 Voucher, 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. The SBDC is assisting the Government of Western Australia with management of the Program and:
  - a) any rights of the State under these Terms and Conditions may be exercised by or through the SBDC;
  - b) anything 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 the 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 the SBDC.

Any thing or matter which may be done by the State or by the SBDC may be done by an authorised officer of the State or of the 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 Voucher through the Program.
- 2.3. The State is under no obligation to approve any Application for provision of a Voucher 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 a Voucher under, 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 or misleading; 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 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, which audits may involve the State contacting an Affected Business Participant or other third parties and exercising other rights under clause 8, including but not limited to contacting third party systems for the purpose of identity validation;
- 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 or misleading,

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 Voucher, satisfy the eligibility criteria for a Voucher under the Program;
- e) there is insufficient evidence to verify that the Applicant satisfied the eligibility criteria for a Voucher under the Program at the time of making of the Application or at the time of payment of a Voucher;
- f) the Applicant made or provided any false, incomplete, misleading or deceptive representation, statement or information; or
- g) the Applicant otherwise received the Voucher in error,

then the State may in writing require the Applicant to repay any Voucher or part thereof paid to the Applicant within 10 working days and the Applicant must pay to the State the amount of the Voucher or part thereof together with all costs incurred by the State arising from, or in connection with, recovery of that amount. The obligation for an Applicant to repay a Voucher to the State represents a debt due and payable by the Applicant to the State.

2.6. The State reserves the right to 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 Voucher, the Applicant must, for the duration of the Audit Period, retain records to verify that it satisfied the eligibility criteria for the Voucher under the Program at the time of making of the Application and at the time of payment of the Voucher.

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 their 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 the SBDC all costs incurred by the 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 the SBDC may request the Applicant to provide another copy of the Application either electronically or in hard copy or both. If the State or the 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 the 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 the 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](mailto:grants@smallbusiness.wa.gov.au) or as otherwise specified in the Program Guidelines.
- 3.8. The Applicant, in submitting an Application, 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 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 the SBDC are to be provided by the Nominated Applicant and a communication by or on behalf of the State or the 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 for a Voucher 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 Voucher to the Applicant (and if so, the State will determine the quantum and timing of that Voucher); 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 Voucher at any time if the State reasonably considers that the Application and supporting documents provided by the Applicant are not complete 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 Voucher to an Applicant even if the Applicant does not satisfy one or more eligibility criteria for a Voucher 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 Voucher to an Applicant in these circumstances, only those eligibility criteria for a Voucher under the Program which are satisfied by the Applicant will for the purposes of clause 2.5(d) and clause 2.5(e) be the eligibility criteria which apply to any Voucher subsequently paid to the Applicant.

## 5. Withdrawal of Application

The Applicant may withdraw their Application at any time by email to [grants@smallbusiness.wa.gov.au](mailto: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 the 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 the 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;
  - d) upon request by a Minister, Parliament or any committee of Parliament or by way of the Minister responsible for the Program or the 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 Voucher 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 their 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 the Applicant is dissatisfied with a decision to reject an Application, the Applicant can, no later than five working 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](mailto: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 with respect to the Application, but will not be obliged to do so.
- 7.2. If the decision is to approve the Application this may not result in a voucher being provided if the funds for the program are exhausted.
- 7.3. A decision of the State will be final and binding on the Applicant.
- 7.4. The Applicant is able to seek an external review of the decision of the Small Business Commissioner through the Ombudsman.

## **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 Voucher 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. The Applicant agrees to provide and records or documents no later than ten working days from the date of a written request.
- 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 Voucher,
- 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 the SBDC, upon request by the State or the SBDC for the purposes of audit in connection with the Application or a Voucher, 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 the 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 the 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 Voucher under the Program pursuant to the relevant Application and includes the party after a Voucher has been made to the party.

**Application** means an application for a Voucher under the Program.

**Application Closing Time** means 5:00pm, 3 October 2025 (AWST).

**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 Voucher is paid to the Applicant, on the day which is 12 months after the date on which the Voucher 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** includes without limitation, criteria which apply under the Program for determining the quantum of a Voucher to be paid to an Applicant.

**Voucher** means a financial assistance payment which is available, payable or paid (as the case may be) to a service provider 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.

**Program** means the financial assistance program provided by the Government of Western Australia to small businesses, entitled the “Program Guidelines, FAQs and Terms and Conditions – 2025 Small Business Growth Grants Program – August 2025”, 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 – 2025 Small Business Growth Grants Program – August 2025”.

**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).

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

**State** means the Crown in right of the State of Western Australia acting through the Department, the SBDC or any other government agency including and includes any department, agency or instrumentality of the State of Western Australia and any Minister whether body corporate or otherwise.

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

**Terms and Conditions** means these terms and conditions.