

# Small Business Exceptional Assistance Grants

## Terms and Conditions

1. The following terms and conditions will apply to the funding along with any terms from DESBT's letter/email of funding approval (the Approval Letter).
2. DESBT reserves the right to withdraw the Program or make changes at any time. Any changes to the Program will be publicly advertised on DESBT's website at [www.business.qld.gov.au](http://www.business.qld.gov.au).
3. In these Terms and Conditions, the following definitions apply:
  - a) **Acquittal** means the acquittal survey, in the form required by DESBT, used by the Grantee to describe how the grant funds were spent.
  - b) **Acceptance of Funding Agreement Form** is the form a successful Applicant must submit to certify they accept the Funding Agreement.
  - c) **Applicant** means the legal entity applying for financial assistance under the Program.
  - d) **Application** means the formal/official application submitted by the Applicant and includes supporting documentation submitted for the Program as required by the Guidelines.
  - e) **Approval Date** means the date the Funding Agreement is formed by the submission of the Agreement Acceptance Form.
  - f) **Approved Funding** means the funding amount specified in the Approval Letter.
  - g) **Approved Activities** means the activity or activities approved by DESBT as specified in the Approval Letter.
  - h) **Approval Letter** means DESBT's written notice to the Applicant approving financial assistance under the Program.
  - i) **Business Days** are weekdays from Monday to Friday, excluding public holidays in Brisbane, Queensland.
  - j) **Decision Maker** is DESBT, or any person acting with the authority of, or on behalf of DESBT, for the purpose of making a decision in relation to this Program.
  - k) **DESBT** means the Department of Employment, Small Business and Training.
  - l) **Disaster Event** are the events that occurred between 13 December 2023 and 3 January 2024 for which disaster assistance has been activated.
  - m) **Eligibility Criteria** are the criteria defined in the Program Guidelines that must be met by the Applicant to be deemed eligible under the Program.
  - n) **Eligible Expenses** means those items and expenditures listed as eligible in the Program Guidelines and for the purpose of the Approved Activities.
  - o) **Funding Agreement** means the agreement formed between DESBT and the Applicant.
  - p) **Guidelines** are the applicable Program Guidelines as published on the Business Queensland website.
  - q) **Grant** means the funding amount approved for payment by DESBT.
  - r) **Grantee** means the legal entity receiving financial assistance or support.
  - s) **Ineligible Items or Ineligible Expenditure** means the items and expenditures listed as ineligible in the Program Guidelines and any items not for the purpose of the Approved Activities.
  - t) **Minister** means the Minister for Employment and Small Business and Minister for Training and Skills Development.
  - u) **Personal Information** has the same meaning as in the *Information Privacy Act 2019 (QLD)*.
  - v) **Program** means the Small Business Exceptional Assistance Grant administered by DESBT.

4. An Applicant can only lodge one Application under this Program.
5. The Applicant must lodge their Application electronically as described in the Guidelines.
6. DESBT may request additional information and documentation from the Applicant to help determine whether the Eligibility Criteria have been met.
7. If the Applicant does not provide DESBT with the requested information and documentation within the specified period, the Application may not be approved.
8. If an Application is approved, the Applicant will be issued an Approval Letter detailing the terms of the Funding Agreement. To accept the Funding Agreement, the Applicant must submit an Acceptance of Funding Agreement Form.
9. The conduct of inviting Applications does not create a binding agreement or relationship between an Applicant and DESBT until the Applicant has received an Approval Letter and has submitted an Acceptance of Funding Agreement Form per clause 8.
10. For the avoidance of doubt, an Applicant is not entitled to any damages or compensation arising out of the Application process.
11. If a Funding Agreement is formed by the issuance of an Approval Letter and subsequent submission of an Acceptance of Funding Agreement Form, the Applicant will be paid the approved Grant by electronic funds transfer to the bank account nominated by the Applicant in the Acceptance of Funding Agreement Form.
12. The Applicant may withdraw their Application or Funding Agreement by submitting a formal request to withdraw. If the Grant has been paid prior to withdrawal by the Applicant, the Applicant must repay the entire Grant to DESBT.
13. An Application may be refused if funding for the Program has been exhausted or if the Program has been discontinued. Business Queensland will publish information on its website if funding for the Program is no longer available or has been discontinued.
14. An Application may be declined if the Decision Maker is **NOT** satisfied:
  - a) the Applicant is an Eligible Small Business as defined in the Guidelines,
  - b) the Applicant has been impacted, directly or indirectly, by the Disaster Event as defined in these Terms and Conditions,
  - c) the Applicant has submitted all required evidentiary documentation as defined in the Guidelines or otherwise requested,
  - d) the Applicant has consented to DESBT collecting, accessing, using, sharing and disclosing information in accordance with the Privacy Collection Notice,
  - e) the Applicant (and if the Applicant is not an individual, its owners) and the Applicant's management staff have complied with local, State and Australian laws and regulations, or
  - f) there are no public interest issues indicating the Application should not be approved.
15. Details of the process for an Applicant to request a review of a decision made under clause 14 not to approve an application can be found at: <https://www.business.qld.gov.au/> under *Decision review process for grant applications*.
16. DESBT may request additional information from the Applicant for ongoing monitoring, evaluation, reporting and compliance purposes and to support the delivery of other program funding and support services. If the Applicant receives a request for additional information under this clause, the Applicant agrees to provide that information DESBT.  
  
The Grantee must: a) complete the grant within the specified timeframe, unless otherwise agreed in writing by DESBT; b) immediately advise DESBT of all changes

to the grant; c) submit an Acquittal Report after three months or as required by DESBT; d) refund to DESBT any of the funds paid under clause 19 that are unspent or uncommitted on completion of the grant or termination of the Funding Agreement; e) notify DESBT if Your contact details or business details change; and f) provide to DESBT in a timely way any information reasonably requested by DESBT.

17. The Applicant acknowledges that all Queensland Government programs are subject to audit. All records related to any Approved Applications made by an Applicant must be kept for seven (7) years after lodging the Application and be kept in a way that can be readily produced if required. Relevant records must be provided to the Queensland Government within 5 Business days of the request.
18. The grant funding is GST-exclusive.
19. If, following payment of a Grant to an Applicant, the Decision Maker:
  - a) becomes aware of any matter; and
  - b) as a result of becoming aware, reasonably determines the Eligibility Criteria were not met for that Grant,The Decision Maker may:
  - c) give written notice to the Applicant of that determination; and
  - d) require the Applicant to repay the Grant.
20. The Queensland Government may set off any amounts payable by the Applicant to the Queensland Government against a payment amount payable by the Queensland Government to the Applicant.
21. To the extent permitted by law, you release and indemnify DESBT and its employees and contractors against any claim of loss or damage brought against them arising directly or indirectly from business activity funded by the Grant.

### **Privacy Collection Notice**

- a) DESBT collects information, including Personal Information, for the purposes of assessing an Applicant's eligibility to receive a Grant under the Program, to support the delivery of other Program funding and support services and for administering, monitoring, auditing, surveying, evaluating, and promoting the Program.
- b) DESBT, including its employees and contractors engaged in the administration of the Program, may access, collect, use, disclose and share information for these stated purposes within DESBT and with other State or Australian Government agencies, including but not limited to, the; Queensland Office of State Revenue, Queensland Treasury, Queensland Audit Office, Office of the Queensland Ombudsman, Queensland Police Service, Queensland Crime and Corruption Commission, Other State and Australian Government Law Enforcement Agencies, Department of State Development and Infrastructure and Australian Taxation Office.
- c) Information, including Personal Information may be disclosed to the Minister for Employment and Small Business and Minister for Training and Skills Development's Office. Information relating to Applicants may also be provided to Members of Parliament and used in the Program's promotional material, media releases and annual reports. Information will also be published on the Queensland Government's Open Data Portal.
- d) DESBT will not disclose Personal Information, including contact information, to any other third party for any other purpose, unless with consent or as required by law. For further information about how DESBT manages Personal Information, please contact DESBT Legal Services by email at [corporate.legal@desbt.qld.gov.au](mailto:corporate.legal@desbt.qld.gov.au).