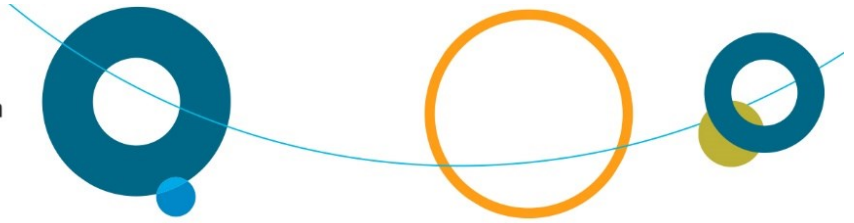




**Small Business  
Development Corporation**



# **Program Guidelines and Terms and Conditions**

## **Small Business and Charities Energy Bill Relief**

**November 2023**

Version: 28 November 2023

# Program Guidelines

## Overview

Energy Price Relief Rebates (rebates) are a co-funded initiative agreed between the Commonwealth and state governments as part of the Australian Government's plan to reduce cost-of-living pressures. They are aimed at reducing the cost of electricity bills for eligible small businesses.

Synergy and Horizon Power will be delivering the rebates to small businesses in WA that are their direct customers, for example, they are not part of an embedded network. The payments will not be paid directly to these businesses but will be credited to electricity bills.

The Small Business Development Corporation (SBDC) has been identified as the agency that will administer and deliver the Small Business and Charities Energy Bill Relief program ("the grant") to the remaining eligible small businesses and charitable organisations that operate in embedded networks in WA. This will be in the form of a direct payment of \$650 GST Free to the bank accounts of eligible businesses.

Embedded networks include examples such as shopping centres, businesses operating from airports, ports and industrial parks, businesses that have a sub-meter linked to a master meter controlled by the landlord, and circumstances where landlords purchase electricity from energy providers and on-sell the electricity to their small business tenants.

## Eligibility criteria

To be eligible for the Small Business and Charities Energy Bill Relief<sup>1</sup>, the applicant must meet all the criteria listed below:

1. Have held a valid and active ABN as a small business<sup>2</sup> or charity<sup>3</sup> on **9 May 2023** and for the period covered by their application.
2. Be a small business or charity consuming less than **50 megawatt hours (MWh)** of electricity per year or where this is not measured, be liable for less than **\$15,000** per annum in electricity costs.
3. The small businesses or charity would need to have been incurring electricity costs on **9 May 2023**.
4. If not being in an embedded network, would otherwise fall within the scope of one of the following electricity retail tariff classes as specified in the Energy Operators (Electricity Generation and Retail Corporation) (Charges) By-laws 2006 or the Energy Operators (Regional Power Corporation) (Charges) By-laws 2006:
  - a. C1 or C2
  - b. D1 or D2
  - c. L1 or L2
  - d. R1 or R2
5. Must occupy a commercial premises as owner or tenant.

---

<sup>1</sup> The Energy Bill Relief will also be available to eligible small businesses and charities that are billed by alternate private retailers such as Alinta and Perth Energy.

<sup>2</sup> As defined in the SBDC Act 1983 (WA).

<sup>3</sup> As defined in the Charities Act 2013 (Cth)

6. Not be directly billed by Synergy or Horizon Power.
7. Be receiving the power on-supplied via an embedded network/submetering arrangement.
8. Not be:
  - a. A government entity.
  - b. A telecommunication provider.
  - c. An Authorized deposit taking institution.
  - d. A major mining or resources operator.
  - e. An account for temporary electricity supply for the purposes of constructing premises.
  - f. An account where consumption is reasonably expected to exceed 50MWh over a 12-month period.
9. Provide an unredacted PDF copy of the business bank statement showing 2023 transactions, a BSB, an account number and the business name associated with the application.
10. The application must be received by 4:00pm, **31 March 2024**.
11. Agree to the program's Terms and Conditions.

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

# Government of Western Australia Small Business and Charities Energy Bill Relief, 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. The SBDC is assisting the Government of Western Australia and the Commonwealth Government 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 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, 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 five (5) 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 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;
- f) the Applicant made or provided any false, incomplete, misleading or deceptive representation, statement or information; or
- g) the Applicant otherwise received the Grant in error,

then the State may in writing require the Applicant to repay any Grant or part thereof paid to the Applicant within 10 working days and the Applicant must pay to the State the amount of the Grant 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 Grant 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 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 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 that 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 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 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) and clause 2.5(e) be the eligibility criteria which apply to any Grant 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 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 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 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](mailto:grants@smallbusiness.wa.gov.au). In requesting a review the applicant is required to provide written evidence 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 Department with respect to the Application, but will not be obliged to do so.
- 7.2. The State, acting through the Department, may, but will not be obliged to, consider a recommendation of the Small Business Commissioner referred to in clause 7.1.

## 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 or other party 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 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 or other party to the Applicant, the Applicant authorises each Affected Business Participant or other party 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 Grant, any information in connection with the Applicant, the Application, the relevant Affected Business or the other party.

## **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 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.

**Application Closing Time** means 4:00pm 31 March 2024 (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 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 three (3) months after the date on which the Applicant is notified that its Application is rejected.

**Department** means the Department of Treasury of Western Australia.

**Eligibility Criteria** means the criteria described at points 1 to 7 of 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.

**Program** means the Small Business and Charities Energy Bill Relief program.

**Program Guidelines** means the document entitled “**Small Business and Charities Energy Bill Relief, Terms and Conditions – July 2023**”.

**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.