



# Program Guidelines, FAQs and Terms and Conditions - Small Business Lockdown Assistance Grant Program: Round 2, June 2021

To help you to apply and to ensure payments are made as quickly as possible,  
please read this document in full before starting your application.

## Contents

**Program Guidelines**

Eligibility criteria

**FAQs**

**Terms and Conditions**

**Key Steps**



**Small Business  
Development Corporation**

GOVERNMENT OF  
WESTERN AUSTRALIA

# Program Guidelines

## Eligibility criteria

To be eligible for this grant the applicant's business must meet **all** criteria listed below, at the start of the **lockdown period**<sup>1</sup> of 12:01am Tuesday 29 June 2021:

1. Be located within Western Australia.
2. Have an annual turnover of \$75,000 or more and **be registered for GST**.
3. Have a valid and active ABN (Australian Business Number).
4. Have an Australia-wide payroll of less than \$4 million in the 2019-20 financial year.
5. Be able to provide evidence that the primary business activity affected fits into one of the industry activities listed below.

### 5.1 Perth, Peel and Rottnest

If your business is located in Perth, Peel and Rottnest, the primary business activity must be in one of the following (ANZSIC<sup>2</sup>) industry categories to be eligible for this grant:

#### Hospitality

- Cafes and restaurants
- Catering services
- Clubs (hospitality)
- Pubs, taverns and bars

#### Retail

- Bakeries
- Florists
- Hairdressing and beauty services
- Specialised food retailing

#### Tourism

- Accommodation
- Scenic and sightseeing transport

#### Sport and Recreation

- Amusement parks and centres
- Health and fitness centres and gyms
- Outdoor recreational activities
- Sport and physical recreation

<sup>1</sup> **Lockdown period** is from 12.01am on Tuesday 29 June, until 12.01am on Tuesday 6 July

<sup>2</sup> The **Australian and New Zealand Standard Industrial Classification** (ANZSIC) system classifies entities based on their main business activity and is part of the **Australian Business Registration** (ABR)

#### Creative and Performing Arts

- Creative artists, musicians, writers and performers
- Performing arts operations
- Performing arts venues

#### Other

- Cinemas
- Food wholesalers
- Goods and equipment rental
- Other services (pet boarding and grooming, marriage celebrants, tattoo and piercing)

## 5.2 Regional Western Australia (outside Perth, Peel and Rottnest)

If your business is located in regional Western Australia (outside Perth, Peel and Rottnest) the primary business activity must be in one of the following (ANZSIC<sup>2</sup>) industry categories to be eligible for this grant:

#### Hospitality

- Cafes and restaurants
- Catering services
- Clubs (hospitality)
- Pubs, taverns and bars

#### Retail

- Specialised food retailing

#### Tourism

- Accommodation
- Scenic and sightseeing transport

#### Sport and Recreation

- Amusement parks and centres
- Outdoor recreational activities

#### Creative and Performing Arts

- Creative artists, musicians, writers and performers
- Performing arts operations
- Performing arts venues

6. Have suffered a financial loss as a direct result of the **lockdown period**, such as the loss of perishable goods or incurred costs associated with cancelled bookings, **OR**  
Experienced at least a 30 per cent reduction (compared to prior week) in turnover due to restricted trading conditions; and
  - *Businesses must be able to provide evidence of this financial loss or reduction in turnover if requested and retain these records for 12 months from the date the grant was approved. Applications will be subject to audit.*
7. Agree to the program's Terms and Conditions. **Please read these carefully as the applicant will be legally bound** once they have submitted their grant application.

## FAQs

### Eligibility

#### How were the eligibility criteria determined?

The eligibility criteria for this grant were determined by the Western Australian Government based on a wide range of factors.

The payments were introduced to offset some of the direct costs incurred by businesses as a result of the lockdown restrictions.

The aim was to apply an appropriate balance between designing a grant that can be delivered quickly to those most heavily impacted, and the necessary complexities of a broader scheme which would require a much higher administrative burden for applicants. It is acknowledged that a number of impacted businesses may not be eligible for financial support.

#### What information will I need to complete with my application?

You'll be asked:

- To provide the ABN for the business; as well as link to your business website (and main social media page) if you have one. *This will be used to verify the industry category of the business as well as registration for GST.*
- A scanned copy of a bank statement. *This will be used to validate the location of the business as well as the bank account details.*

#### What evidence will I need to provide to prove that my business fits into an eligible industry category?

You will need to select an industry category that best fits the business and also provide a brief description. You will also be asked for a link to your business website (or main social media page) if you have one, and to provide a brief description of what your business does.

Examples:

- ABC café operates five days a week, Mon-Fri, providing hot beverages and light meals to dine-in and take away customers.
- XYZ Hair and Beauty provides a wide range of beauty related services to customers. We operate six days a week, Mon-Sat by appointment and walk-ins.

#### Why are there different industry categories for Regional Western Australia?

The June / July lockdown directions imposed trading restrictions ONLY on businesses operating within the Perth, Peel and Rottnest region. Due to the alignment with the school holiday period, the grant program was extended to regional businesses most impacted by the delay in the holiday travellers from the metropolitan area.

#### If I have more than one business, can I make an application for each affected business?

Yes, you will need to make separate applications for each eligible business, however you can use the same SmartyGrants login for all applications.

#### Can I apply if I have a mobile business (that is, not based in one location), such as a food truck, or if my business operates via a market stall?

Yes. You must retain evidence that you were due to trade during the period, such as a booking confirmation.

#### Can I apply as a sole trader, if I have more than 20 employees, or if I am a franchisee?

Yes, if your business meets all the eligibility criteria.

## General

### When was the June / July lockdown period?

The lockdown period was from 12.01am on Tuesday 29 June 2021, until 12.01am on Saturday 3 July 2021. The lockdown transitional period was from 12.01am on Saturday 3 July 2021, until 12.01am on Tuesday 6 July 2021.

### I applied for the ANZAC Day Small Business Lockdown Assistance grant, can I apply for this grant as well?

Yes you can apply, although eligibility have changed. This is a separate program, and as such you will need to make a new application.

### When do applications close?

The closing date for this grant program is 11:59pm Tuesday 31 August 2021.

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

Payment is based on the information you provide during the application process. However, the WA Government, will conduct audits of the information provided and reserves the right to recover any payments made that did not meet the eligibility guidelines.

If, by making an application for a grant you *knowingly provide false or misleading information*, create a document or 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.

### Who do I contact with any queries regarding the application process?

If you have any queries about the application process for the Small Business Lockdown Assistance Grants, please email [LAG@smallbusiness.wa.gov.au](mailto:LAG@smallbusiness.wa.gov.au)

Please do not enquire about the progress of your application as, due to the high volume of applications, we are unable to respond to these enquiries.

### How much is the grant and what can I use it for?

The grant is \$3,000. There is no specific direction as to how you may use the money.

## Financial loss

### What type of financial loss makes a business eligible to apply for this grant?

The business must have suffered a financial loss as a direct result of the **lockdown period**, such as the loss of perishable goods or incurred costs associated with cancelled bookings, **OR** experienced at least a **30 per cent reduction** (compared to prior week) in turnover due to restricted trading conditions

### Can I apply if I didn't incur any additional costs resulting from the lockdown, but suffered a loss of revenue?

Yes, if you suffered a loss of revenue of 30 per cent or more (compared to the prior week's trading) you can apply for this grant. Remember, you must retain evidence of the revenue loss for 12 months as we may ask to see that evidence anytime during that period. If you cannot provide the evidence to prove the revenue loss (or costs incurred) we will seek the return the grant funding.

## What sort of evidence do I need to prove my financial loss?

In the event that you are asked to provide evidence of financial loss, you will be required to sign a statutory declaration that attests to the loss, plus provide any supporting information you feel relevant such as;

- Turnover comparison data for the week prior to the lockdown period
- Emails or texts to or from clients or suppliers detailing cancelled orders or appointments
- Receipts for refunds provided
- Invoices or delivery dockets
- Appointment/scheduling platform, demonstrating cancelled appointments or bookings
- Screenshots of cancelled events

## Checking on my application status

### How long will it take for my application to be assessed?

From the date applications open, it may take up to six weeks for all applications to be processed and initial assessments to be provided. We are unable to provide an update on the status of your application during the grant application period.

### If my application is successful, will I be notified and how and when will I receive the payment?

If your application is successful you will be notified by email and payment will be made to your nominated bank account. Please remember to check your junk folder for emails from [LAG@smallbusiness.wa.gov.au](mailto:LAG@smallbusiness.wa.gov.au) or add this address to your 'safe senders' list.

### Will I be notified if my application is unsuccessful?

Yes, you will be notified by email if your application is unsuccessful. Please remember to check your junk inbox for emails from [LAG@smallbusiness.wa.gov.au](mailto:LAG@smallbusiness.wa.gov.au) or add this address to your 'safe senders' list. If you have not received an email from us regarding the outcome within six weeks of submitting your application, please email [LAG@smallbusiness.wa.gov.au](mailto:LAG@smallbusiness.wa.gov.au)

### If my application is unsuccessful, can I appeal the decision?

If you believe a mistake has been made in assessing your business against the eligibility criteria, you can email [LAG@smallbusiness.wa.gov.au](mailto:LAG@smallbusiness.wa.gov.au) and provide evidence of your claim, identifying the reason why you believe your business is eligible.

## Banking information

### Why do I need to provide a copy of my bank statement?

To assist in validating the eligibility of the application and protect the program from fraud, it is important we receive a copy of your **most recent** bank statement of the account into which the grant will be paid.

### How do I upload my bank statement?

Make sure you have saved an electronic copy of your bank statement. The accepted formats for uploading including PDF, JPEG or PNG.

At the appropriate stage in the application process, you will be prompted to upload the document from your device. It is recommended you do this from a desktop device and not a mobile phone if possible.

## Tax

### Why does my business have to be registered for Goods and Services Tax (GST) to receive the grant?

Businesses are required to be registered for GST because it demonstrates the business was actively trading before the lockdown period.

### I only recently registered my business for GST, will this affect my eligibility?

To be eligible for this grant program your GST registration must have been active as at the start of the lockdown period, 12:01am Tuesday 29 June 2021.

## Do I need to issue a tax invoice in order to receive payment?

No, if the application is successful, the payment will be made direct into your nominated bank account.

## Is the Lockdown Assistance Grant tax deductible?

The Lockdown Assistance Grant is not tax deductible, but is tax assessable. As the Small Business Lockdown Assistance Grant is not for a 'supply' (i.e. an applicant does not have to do anything to get the grant other than apply), GST is not applicable. For more information see this [link to ATO](#)

# Government of Western Australia Small Business Lockdown Assistance Grants Program Round Two, June 2021 Terms and Conditions

## 1. These Terms and Conditions and Their Administration

- 1.1. These Terms and Conditions apply to the Government of Western Australia Small Business Lockdown Assistance Grants Program Round Two (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 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 favor of the State are also given in favor 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. In addition to any right reserved under clause 2.1, the State reserves the right for any reason, at any time and from time to time, to vary the Program, the Program Guidelines or these Terms and Conditions for the purposes of inserting additional general categories of primary business activity described in the Eligibility Criteria of the Program Guidelines.
- 2.3. 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.
- 2.4. 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.
- 2.5. 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 **5 working days** of the date on which the request is made, or prior to the Application Closing Time, whichever is sooner.
- 2.6. 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, 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 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.
- 2.7. 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 2.6.
- 2.8. 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.
- 2.9. 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. Lodgment 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 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 [LAG@smallbusiness.wa.gov.au](mailto:LAG@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 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 2.4, 2.6, 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 2.6(c) and clause 2.6(d) 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 [LAG@smallbusiness.wa.gov.au](mailto:LAG@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 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 Application has been rejected, the Applicant can, no later than 30 days after the decision to reject is notified to the Applicant, apply for review of that decision. The request for review must be accompanied with information to prove the Application satisfies the eligible criteria and sent to the Small Business Commissioner by email to [LAG@smallbusiness.wa.gov.au](mailto:LAG@smallbusiness.wa.gov.au). The Small Business Commissioner may, after review, make a recommendation to the Director General of DLGSC with respect to the Application, but will not be obliged to do so.
- 7.2. The State acting through the Director General of DLGSC 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 DLGSC will be final and binding on the Applicant.

## 8. Audit

- 8.1. Without limiting clause 2.6, 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. The applicant agrees to provide any 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; andthe 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 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 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 11.59pm (AWST) on 31 August 2021.

**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.

**DLGSC** means the Department of Local Government, Sport and Cultural Industries.

**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 financial assistance program provided by the Government of Western Australia to small businesses relevantly impacted by the four day lockdown in Western Australia from 29 June 2021 to 2 July 2021 and further interim restrictions applying until 6 July 2021, entitled the "Small Business Lockdown Assistance Grant 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 - Small Business Lockdown Assistance Grant Program: Round Two, June 2021".

**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 including any department, agency or instrumentality of the State of Western Australia and any Minister whether body corporate or otherwise, acting through DLGSC, the SBDC 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.

## Key steps

1. Ensure your internet browser is up to date, the following browsers are recommended:
  - Google Chrome v3.0+
  - Safari v3.0+
  - Firefox v2.0+
  - Internet Explorer v8.0+
2. Register on our online grants portal SmartyGrants for a new account and to make an application for this program. If you applied for round one of the Lockdown Assistance Grants please use the same email address and password when submitting an application for round two.
3. Commence your application. Applications can be saved and returned to later, but can't be accessed or edited once submitted.
4. Once you have **started** your application you will receive an automated email which will include your unique application number.
5. Once you have submitted your application, you will receive a second automated email acknowledging receipt. **Without this acknowledgement your application has not been successfully submitted.**
6. **Applications must be received by 11:59pm on Tuesday 31 August 2021.** Late or incomplete applications will not be considered.
7. Applications will be reviewed as quickly as possible and you will be notified of the result.
8. Payments for successful applications will be made to your nominated business bank account.

