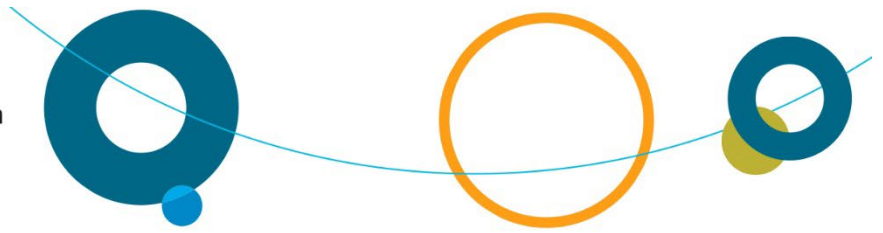




**Small Business  
Development Corporation**



# **Ex-Tropical Cyclone Ellie and Tropical Cyclone Ilsa Small and Medium Business Recovery Grants**

**Program Guidelines and Terms and Conditions**

**18 July 2023**

# Program Guidelines

## About the grants

Reimbursement grants of up to \$50,000 to eligible small businesses and up to \$75,000 to eligible medium businesses are available to help those businesses directly impacted by Ex-Tropical Cyclone Ellie (28 December 2022 to 7 February 2023) or Tropical Cyclone Ilsa (13 April 2023), to cover cyclone-related clean-up and reinstatement costs for their business.

The **Disaster Recovery Funding Arrangements WA - Small Business Recovery Grant**, jointly funded by the Commonwealth and State under the Disaster Recovery Funding Arrangements, provides financial support to eligible small and medium businesses located or operating in one or more of the six (6) local government areas impacted by Ex-Tropical Cyclone Ellie and Tropical Cyclone Ilsa, to assist with the costs of cleaning up cyclone-related debris and resuming operations.

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

Applicants registered for GST must claim for reimbursement of costs exclusive of GST. Applicants not registered for GST may claim for reimbursement of costs inclusive of GST.

Grant applications up to the maximum amount can be made in one claim. In this case, applicants must provide evidence that full payment has been made.

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

- An **initial amount of up to \$15,000** is available (an **initial claim**). To support an initial claim quotations, invoices and official receipts are required and can be supported by evidence such as photographs.
- **Subsequent amount(s) of up to a total of \$35,000** for the Small Business Program and **\$60,000** for the Medium Business Program is available (a **subsequent claim**). To support subsequent claims, full evidence of payment is required. This evidence must also be provided for any amounts claimed under the initial claim if evidence of full payment has not already been provided.

Terms and conditions of the programs will be developed based on these guidelines and included in the program application form. By submitting an application, and again by accepting any grant, an Applicant is deemed to have agreed to comply with these terms and conditions.

The application period for the grant programs **will close on 30 June 2024**.

## Purpose of the Grants

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

- Hiring or leasing equipment and materials to undertake clean-up of property, premise or equipment;
- Purchasing equipment and materials to undertake clean-up of property, premise, or equipment if the delivery agency is satisfied:
  - the equipment or materials are not ordinarily available for lease or hire (e.g. cleaning chemicals, gloves, buckets, brooms, mops, shovels, or buckets); or,
  - the equipment is or the materials are reasonably necessary for cleaning the property, premise, or equipment, and are not readily available for hire or lease. (In this instance assistance towards purchase is available to the assessed hire or lease cost of the item being purchased);
- carting away debris, damaged goods and material, including cost of disposal;
- payment for trades people to conduct safety inspections of damage to a property, premises or equipment;
- repairing a building or repairing or replacing fittings in a building, if the repair or replacement is essential for resuming operations of the business (e.g. floor covering, electrical rewiring, shelving);
- purchase or hire/lease costs for equipment or material essential to the immediate resumption of operations of the business;
- employing a person to clean a property, premise, or equipment if:
  - the cost would not ordinarily have been incurred in the absence of the disaster; or
  - the cost exceeds the cost of employing a person to clean the property, premises or equipment that would ordinarily have been incurred in the absence of the disaster. (In this instance, only the excess costs are eligible);
- leasing of temporary premises for the purpose of resuming operation of the business;
- replacement of lost or damaged stock, which is essential to the immediate resumption of operations; and
- costs associated with insurance excess and insurance claim shortfall that are directly related to the eligible disaster.

These costs are examples only and are not intended to cover all circumstances. If there is any doubt about the eligibility of costs, please contact the Small Business Development Corporation for further clarification.

If the business is home-based, applicants are only permitted to claim the costs of clean-up and reinstatement for damage to premises and items which are directly attributable to the business, not other household damage.

## Ineligible costs

An applicant is not eligible for assistance under the programs for costs associated with:

- own labour (including existing staff and own equipment);
- loss of income;
- costs associated with preparing and acquitting DRFAWA applications;
- legal costs; and,
- if the small business is home based, applicants are only permitted to claim the costs of clean-up and reinstatement for damage to premises and items which are directly attributable to the business, not other household damage.

These costs are examples only and are not intended to cover all circumstances. If there is any doubt about the eligibility of costs, please contact the Small Business Development Corporation.

## Eligibility Criteria

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

To be eligible for assistance under the Small Business Recovery Grant Programs, an applicant must own an *eligible small business* that:

- suffered direct damage as a result of Ex-TC Ellie or TC Ilsa to the business premise and/or tools of trade (e.g. plant and equipment) and the essential cost of repair or replacement are the applicant's responsibility;
- they were conducting (at least sometime on a regular basis) in the disaster area prior to and at the time of the event; and,
- they are intending to re-establish in the disaster area.

An *eligible small business* is one that:

- has an active Australian Business Number (ABN) and that ABN was active prior to and during the disaster;
- employed fewer than 20 full-time-equivalent (FTE) employees<sup>1</sup> at the time of the disaster. That is, the sum total of all standard hours worked by all employees (whether full-time or part-time) is less than the number of standard hours which would be worked by 20 full-time employees, as defined by the [Australian Bureau of Statistics](#)<sup>2</sup>;
- for a sole trader: have derived more than 50 per cent of income from the business before the disaster; and,
- is not a:
  - non-profit organisation that relies on grant funding or donations for the majority of income;
  - part of a national chain (except for franchises);
  - superannuation fund;

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<sup>1</sup> Employee is defined as "a person who works for a public or private employer and receives remuneration in wages or salary; or is paid a retainer fee by their employer, while working on a commission basis; or works for an employer for tips, piece-rates or payment in kind." [Australian Bureau of Statistics](#).

<sup>2</sup> i.e. the total number of hours worked by all employees (full time and part time) is less than 700 hours per week.

- personal investment vehicle; or,
- farm enterprise or primary producer (except for retail outlets).

**Medium businesses** intending to apply should meet the eligibility criteria below:

To be eligible for assistance under the Medium Business Recovery Grants Program, an applicant must own an *eligible medium business* that:

- suffered direct damage as a result of the Ex-TC Ellie or TC Ilsa to the business premise and/or tools of trade (e.g. plant and equipment) and the essential cost of repair or replacement are the applicant's responsibility;
- they were conducting (at least sometime on a regular basis) in the disaster area prior to and at the time of the event; and,
- they are intending to re-establish in the disaster area.

An *eligible medium business* is one that:

- has an active Australian Business Number (ABN) and that ABN was active prior to and during the disaster;
- employed between 20 and 199 full-time-equivalent (FTE) employees at the time of the disaster. That is, the sum total of all standard hours worked by all employees (whether full-time or part-time) is less than the number of standard hours which would be worked by between 20 and 199 full-time employees, as defined by the Australian Bureau of Statistics<sup>3</sup>;
- for a sole trader: have derived more than 50 per cent of income from the business before the disaster; and,
- is not a:
  - non-profit organisation that relies on grant funding or donations for the majority of income;
  - part of a national chain (except for franchises);
  - superannuation fund;
  - personal investment vehicle; or,
  - farm enterprise or primary producer (except for retail outlets).

For both Small and Medium businesses, your business is located in one of the following local government areas:

**For Ex-TC Ellie**

- Shire of Broome
- Shire of Halls Creek
- Shire of Derby-West Kimberley
- Shire of Wyndham-East Kimberley

**For TC Ilsa**

- Shire of Broome
- Town of Port Hedland
- Shire of East Pilbara

In some cases, where the owner of the premises is not the owner of the business, both may be eligible to claim for assistance. For example, the building owner may be responsible for the

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<sup>3</sup> i.e. the total number of hours worked by all employees (full time and part time) is 700 or more hours, but less than 6,965 hours per week.

restoration of building and shop fittings, while the business owner may be responsible for stock and equipment. In this case, each party should make their own claim.

### **Ineligible applicants**

Applicants will not be eligible for a grant, or part of a grant, under either the Small Business Program or Medium Business Program if:

- the applicant has received, or has been approved to receive, financial assistance for the same costs, from another government or other assistance scheme. Note, if an applicant has submitted an application to another scheme (alternative application), the assessment of their application for a Small or Medium Business Recovery Grant may be deferred until the outcome of the alternative application has been decided or withdrawn by the applicant; or
- the applicant is entitled to receive a payment under an insurance policy for costs, however the applicant may be eligible for a grant for the portion of costs that are not covered by their insurance, or for amounts in excess of the value insured.

### **Preparing for your Application**

Prepare for your application by gathering the following information and documents. Documents can be provided in PDF, JPG or PNG formats, but not as printed copies. Electronic copies of documents will not be accepted if they are redacted or in any way designed to mislead.

#### **Australian Business Number (ABN)**

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

#### **Confirmation that you are the owner-occupier of your business premises**

A copy of your rates assessment.

#### **Evidence that your business was actively operating at the time of the cyclones**

Electronic copies of one of the following can be submitted:

- Business tax return statement for FY22-23.
- Business Activity Statement (BAS) for either January – March 2023 or April – June 2023 quarters.
- Profit and loss statement for January and February 2023 (Ex-Tropical Cyclone Ellie) or April and May 2023 (Tropical Cyclone Ilsa), produced by an accountant or your accounting software, such as MYOB or Xero.
- Bank statement (from a period between 1 January 2023 and 30 April 2023), showing business transactions.

A list of links to your business social media accounts can also help support your application. Excel spreadsheets and handwritten ledgers are not accepted.

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

Electronic copies of one of the following:

- Tax return statement for FY22-23.

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

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

**Details of your insurer**

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

**Details of previous government grants that you have applied for related to Tropical Cyclones Ilsa and Ellie**

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

# Terms and Conditions

## Government of Western Australia

### Ex-Tropical Cyclone Ellie and Associated Flooding in WA and Tropical Cyclone Ilsa in WA Small and Medium Business Recovery Grants Programs

#### Terms and Conditions

#### **1. These Terms and Conditions and Their Administration**

- 1.1. These Terms and Conditions apply to the Programs.
- 1.2. By submitting its application, and again by accepting any Grant, the Applicant agrees to comply with these Terms and Conditions.
- 1.3. In consideration of the Applicant agreeing to comply with these Terms and Conditions, the State will, on and subject to these Terms and Conditions, receive and consider the Application.
- 1.4. SBDC is assisting the State with management of the Programs and:
  - (a) any rights of the State under these Terms and Conditions may be exercised by or through SBDC;
  - (b) any thing or matter which may be done by the State in connection with the Program (including, without limitation, corresponding with an Applicant, undertaking assessment of an Application or undertaking an audit) may be done by the State through SBDC; and
  - (c) all representations, warranties, undertakings, consents, acknowledgments and agreements given by the Applicant in favour of the State are also given in favour of SBDC.

Anything or matter which may be done by the State or by SBDC may be done by an authorised officer of the State or of SBDC (as the case may be).

#### **2. The State's Rights**

- 2.1. The State reserves the right for any reason, at any time and from time to time, to (in whole or in part) cancel the Programs or to (in whole or in part) vary, supplement, supersede or replace the Programs, the Programs 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 Programs.
- 2.3. The State is under no obligation to approve any Application for provision of a Grant and may reject any Application at the State's absolute discretion, including without limitation:
  - (a) if an Applicant fails to satisfy the Eligibility Criteria for the Programs either at the time of making the Application or at the time of payment of the Grant, or its Application fails to comply with the requirements of the Programs; or



- (b) if an Application is incomplete or contains information or representations that are false, misleading, or deceptive; or
  - (c) if the State decides to cancel the Programs, or exercise any other right referred to in clause 2.1.
- 2.4. After an Application is received, the State may request additional information in any form from the Applicant in relation to the content of its Application for the purpose of clarifying or assessing the Application. The Applicant must comply with such a request within 10 working days of the date on which the request is made, or prior to the Application Closing Time, whichever is sooner.
- 2.5. At any time during the Audit Period, the State may, at its absolute discretion:
- (a) conduct random or specific audits of or in respect of any or all of the information provided by the Applicant, and in doing so the State may, without limitation:
    - i. exercise its rights under clause 8; or
    - ii. contact an Affected Business Participant or other third party including but not limited to the issuer of any information provided by the Applicant, the official record holder of any information by the Applicant, or other third party system; or
    - iii. contact an Affected Business Participant or other third party for purposed including but not limited to identity validation (including to request motor vehicle licence information);
  - (b) consider any information in any form which is provided to the State by a third party or which otherwise comes to the knowledge of the State, notwithstanding how that information is provided or otherwise comes to the knowledge of the State; and
  - (c) request additional information from the Applicant if the State reasonably believes that any of the information provided, or a representation made, by the Applicant may be incomplete, false, misleading or deceptive,
- and if the State determines in its absolute discretion that:
- (d) the Applicant did not at the time of making of the Application, or at the time of payment of a Grant, satisfy the Eligibility Criteria for a Grant under the Programs;
  - (e) there is insufficient evidence to verify that the Applicant satisfied the Eligibility Criteria for a Grant under the Programs at the time of making of the Application or at the time of payment of a Grant; or
  - (f) the Applicant made or provided any incomplete, false, misleading or deceptive representation or information.
- The State may in writing require the Applicant to repay any Grant or part thereof paid to the Applicant within 20 working days and the Applicant must pay to the State that required amount together with all costs incurred by the State arising from, or in connection with, recovery of that required amount. The obligation for an Applicant to repay a required amount to the State represents a debt due and payable by the Applicant to the State.
- 2.6. The State may, at its absolute discretion, enter into an alternative payment arrangement with an Applicant to the State's reasonable satisfaction for the repayment of any debt due and payable under clause 2.5.

- 2.7. If the Applicant receives a Grant, the Applicant must, for the duration of the Audit Period, retain records to verify that it satisfied the Eligibility Criteria for the Grant under the Programs 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, or via an alternative method as agreed by the SBDC, on or before the Application Closing Time.
- 3.2. If received electronically receipt of the Application will be determined by the date and time shown that the complete Application is electronically submitted.
- 3.3. Lodgement of electronic files may take time and the Applicant must make its own assessment of the time required for full transmission of their Application.
- 3.4. If the electronic copy of the Application contains a virus then, notwithstanding any disclaimer made by the Applicant in respect of viruses, the Applicant must pay to SBDC all costs incurred by SBDC arising from, or in connection with, the virus.
- 3.5. No State Party will be responsible in any way for any loss, damage or corruption of the electronic copy of the Application.
- 3.6. If the electronic copy of the Application becomes corrupted, illegible or incomplete as a result of transmission, storage, encryption or decryption, then the State or SBDC may request the Applicant to provide another copy of the Application either electronically or in hard copy or both. If the State or SBDC requests the provision of another copy of the Application, then the Applicant must:
  - (a) provide the copy in the form or forms requested within the period specified by the State or SBDC (as the case may be); and
  - (b) warrant that the copy is a true copy of the Application which was electronically submitted by the Applicant and that no changes to the Application have been made after the initial attempted electronic submission.
- 3.7. The Applicant must inform SBDC of any changes in the status or circumstances of the Application between the time of its submission and its assessment, by email to [grants@smallbusiness.wa.gov.au](mailto:grants@smallbusiness.wa.gov.au) or as otherwise specified in the Programs Guidelines.
- 3.8. In submitting an Application, the Applicant warrants and represents to the State that all information and representations (in whatever form) given to a State Party under, as part of or in connection with the Programs or the Application are true and correct, complete and up-to-date, and in no way false, misleading or deceptive.
- 3.9. Where the Applicant consists of more than one person, a representation or warranty given by, and the obligations and liabilities of, the Applicant under these Terms and Conditions apply to and bind each of those persons jointly and severally.
- 3.10. All communications by or on behalf of the Applicant with the State and SBDC are to be provided by the Nominated Applicant and a communication by or on behalf of the State or SBDC with the Nominated Applicant is deemed to be a communication with all persons constituting the Applicant.

#### **4. Assessment**

- 4.1. The State will assess each Application which is received before the Application Closing Time against the Eligibility Criteria identified in the Programs Guidelines and make an assessment as to whether:
  - (a) to request further information or supporting evidence of any matter;
  - (b) to offer a Grant to the Applicant (and if so, the State will determine the amount and timing of that Grant); or
  - (c) to reject the Application.
- 4.2. During the assessment process, the State will review the Application and supporting documents provided by the Applicant to determine whether on the face of it they are complete, correct and accurate. No State Party accepts any responsibility for ensuring that the Application and supporting documents provided by the Applicant are complete, correct and accurate and no State Party is obliged to request further information.
- 4.3. The State reserves the right to re-assess or revoke the offer of a Grant at any time if the State reasonably considers that the Application and supporting documents provided by the Applicant are not complete, correct or accurate.
- 4.4. Without limiting clauses 2.3, 2.5, 4.1 or 4.3, the State reserves the right, at its discretion, to offer a Grant to an Applicant even if the Applicant does not satisfy one or more Eligibility Criteria for a Grant under the Programs. The State may request additional information from an Applicant in connection with exercising this right. In the event that the State offers a Grant to an Applicant in these circumstances, only those Eligibility Criteria for the Program which are satisfied by the Applicant will for the purposes of clause 2.5(d), 2.5(e), and 2.5(f) be the Eligibility Criteria which apply to any Grant subsequently paid to the Applicant.

#### **5. Withdrawal of Application**

The Applicant may withdraw its Application at any time by email to [grants@smallbusiness.wa.gov.au](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 SBDC may disclose the Application and any information or document provided by the Applicant in relation to the Application as deemed necessary or desirable by the State or SBDC, including without limitation:
  - (a) to the extent necessary to assess and verify the matters represented in the Application, including disclosing to any government agency;
  - (b) pursuant to the requirements of any law, including the *Freedom of Information Act 1992* (WA);
  - (c) under a court order; or
  - (d) upon request by a Minister, Parliament or any committee of Parliament or by way of the Minister responsible for the Program or SBDC disclosing to Parliament as deemed necessary or desirable by the Minister.

- 6.3. The Applicant agrees and acknowledges that the powers and responsibilities of the Auditor General for the State of Western Australia under the *Financial Management Act 2006* and the *Auditor General Act 2006* are not affected in any way by the Application or these Terms and Conditions.
- 6.4. The Applicant, for the purpose of the State determining eligibility of the Applicant for a Grant under the Programs, conducting an audit or otherwise exercising the State's rights or functions in connection with the Program, consents to the Western Australian Commissioner of State Revenue or their delegate(s) disclosing its tax information in connection with the Applicant's liability for or other status in connection with pay roll tax upon request to the State in accordance with the *Taxation Administration Act 2003 (WA)* and for the purposes of section 114(2)(c) of that Act, the Applicant authorises each person subject to a duty of confidentiality under section 114 of that Act to so disclose information and material in respect of its tax information as contemplated by this clause.
- 6.5. By submitting an Application, the Applicant releases each State Party from all liability whatsoever for any loss, injury, damage, liability, costs or expense resulting from the disclosure of its Application, or any other information or document, confidential or otherwise, submitted in respect of its Application, under this clause.

## **7. Review**

- 7.1. Where an Applicant is dissatisfied with a decision to reject an Application, the Applicant can, no later than 30 days after the decision to reject is notified to the Applicant, apply for review of that decision to the Small Business Commissioner by email to [grants@smallbusiness.wa.gov.au](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.
- 7.2. The State 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 Small Business Commissioner will be final and binding on the Applicant.

## **8. Audit**

- 8.1. Without limiting clause 2.5, the State reserves the right to audit any matter or thing relating to the Application or a Grant at any time during the Audit Period. This right includes without limitation the right to contact any Affected Business Participant directly to seek information and the right to require any record or information from the Applicant relating to the Application or a Grant.
- 8.2. The Applicant must allow all persons who are nominated by the State to conduct an audit under these Terms and Conditions to:
  - (a) have full access to all records and premises in the control or possession of the Applicant for the purpose of carrying out the audit; and
  - (b) make and take copies of any record in the control or possession of the Applicant relating in any way to the Application or the Grant,and the Applicant must provide all reasonable assistance to those persons while they are conducting an audit.

- 8.3. Notwithstanding any non-statutory obligation of confidence owed by an Affected Business Participant to the Applicant, the Applicant authorises each Affected Business Participant to disclose to the State or SBDC, upon request by the State or SBDC for the purposes of audit in connection with the Application or a Grant, any information in connection with the Applicant, the Application, or the relevant Affected Business.

## **9. Intellectual Property**

The Applicant consents to the reproduction of the Application and any information or document submitted in respect of the Application for the purposes of administration of the Program, and represents that it has obtained all copyright and intellectual property permissions as required to do so (if any).

## **10. No Bribe, Inducement or Offer of Employment**

- 10.1. The Applicant must not directly or indirectly approach or communicate with any officer or employee of the State or SBDC having any connection or involvement with the Program, with respect to an offer of employment or availability of employment with the Applicant or any related entity.
- 10.2. The Applicant must not directly or indirectly offer a bribe, gift or inducement to any officer or employee of the State or SBDC in connection with the Program.

## **11. Laws**

- 11.1. These Terms and Conditions are governed by the laws of Western Australia.
- 11.2. Each Applicant must comply with all laws in respect of their Application and the Program.

## **12. Exclusion of Liability**

To the extent permitted by law, the Applicant:

- (a) will have no right of recovery against any State Party in respect of any matter or thing in relation to the Programs, 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 Programs.

## **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 Programs 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 Programs, including one of multiple applications in relation to one Applicant.

**Application Closing Time** means 5.00 pm (AWST) on 30 June 2024:

**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.

**Eligibility Criteria** means the criteria described in the Programs 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 Programs.

**Nominated Applicant** means the person named as the nominated applicant or the primary contact person in the Application.

**Record** means a record or information of any kind, including originals and copies of all accounts, financial statements, books, files, reports, records, correspondence, documents and other materials, however such records and information are held, stored or recorded.

**SBDC** means the Small Business Development Corporation established under the *Small Business Development Corporation Act 1983* (WA).

**Programs** mean the financial assistance program jointly funded by the Australian Government and the Government of Western Australia to small and medium businesses relevantly impacted by Ex Tropical Cyclone Ellie in January 2023 and Tropical Cyclone Ilsa in April 2023, entitled the "Small Business Recovery Grants Program and Medium Business Recovery Grants Program", and associated processes, and requirements and benefits described in both the Program Guidelines and these Terms and Conditions.

**Programs Guidelines** means the document entitled "Tropical Cyclone Ellie and Ilsa Small and Medium Business Recovery Grants - Program Guidelines, FAQs and Terms and Conditions."

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

**State** means the State of Western Australia acting through the SBDC, the Department of Fire and Emergency Services, or any other government agency.

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

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