

Small Business Recovery Assistance Grant – 2025 North and Far North Tropical Low

Terms and Conditions

The following Terms and Conditions apply to the funding offered under the Program, along with any terms set out in CDSB's letter or email of funding approval (the Approval Letter).

CDSB reserves the right to withdraw the Program or make changes at any time. Any changes to the Program will be publicly advertised on CDSB's website at www.business.qld.gov.au.

Definitions

In these Terms and Conditions:

- **Acquittal** means the outcomes survey, in the form required by CDSB, used by the Grant Recipient to describe how the grant funds were spent.
- **Acceptance of Funding Agreement Form** is the form a successful Applicant must submit to certify they accept the Funding Agreement.
- **Applicant** means the legal entity applying for financial assistance under the Program.
- **Application** means the formal application submitted by the Applicant, including supporting documentation as required by the Guidelines.
- **Approval Date** means the date the Funding Agreement is formed by the submission of the Acceptance of Funding Agreement Form.
- **Approved Funding** means the funding amount specified in the Approval Letter.
- **Approved Activities** means the activity or activities approved by CDSB as specified in the Approval Letter.
- **Approval Letter** means CDSB's written notice to the Applicant approving financial assistance under the Program.
- **Business Days** means weekdays from Monday to Friday, excluding public holidays in Brisbane, Queensland.
- **CDSB** means the Department of Customer Services, Open Data and Small and Family Business.
- **Decision Maker** means CDSB, or any person acting with the authority of or on behalf of CDSB, for the purpose of making a decision under this Program.
- **Disaster Event** means the North and Far North Tropical Low event that occurred between 29 January 2025 and 28 February 2025 for which disaster assistance has been activated.
- **Eligibility Criteria** are the criteria set out in the Program Guidelines that must be met to be eligible for funding.
- **Eligible Expenses** means the items and costs listed as eligible in the Program Guidelines and for the purpose of the Approved Activities.
- **Funding Agreement** means the agreement formed between CDSB and the Applicant upon approval and acceptance.
- **Guidelines** means the applicable Program Guidelines published on the Business Queensland website.
- **Grant** means the amount of funding approved for payment by CDSB.
- **Grant Recipient** means the legal entity receiving financial assistance under the Program.
- **Ineligible Expenses** includes any items or costs listed as ineligible in the Guidelines or subsequently determined by CDSB to be inconsistent with the Program's objectives.

- **Minister** means the Minister for Customer Services and Open Data and Minister for Small and Family Business.
- **Personal Information** has the same meaning as under the Information Privacy Act 2019 (Qld).

Application Process

1. The Applicant must lodge their Application electronically as described in the Guidelines.
2. CDSB may request additional information and documentation to determine eligibility.
3. Failure to provide requested information within the specified timeframe may result in the Application not being approved.
4. If an Application is approved, the Applicant will be issued an Approval Letter. To accept the Funding Agreement, the Applicant must submit an Acceptance of Funding Agreement Form.
5. The submission of an Application does not create a binding agreement with CDSB until the Funding Agreement is formed.
6. Applicants are not entitled to compensation for participating in the Application process.
7. Upon formation of a Funding Agreement, the Grant will be paid via electronic funds transfer to the nominated bank account.
8. An Applicant may withdraw their Application by formal request. If a Grant has been paid, the Applicant must repay the full amount to CDSB.
9. Applications may be refused if Program funding is exhausted or if the Program is discontinued.
10. An Application may be declined if the Decision Maker is not satisfied that:
 - the Applicant meets the Eligibility Criteria;
 - the Applicant has been impacted by the Disaster Event;
 - the Applicant has submitted all required documentation;

- the Applicant consents to CDSB's information handling practices;
- the Applicant and relevant parties comply with applicable laws; or
- public interest considerations warrant rejection.

11. Details of the process for an Applicant to request a review of a decision made under clause 10 not to approve an application can be found at: <https://www.business.qld.gov.au/> under *Decision review process for grant applications*.
12. Eligibility remains subject to review at any time during or after the funding period. CDSB may recover funds if the Applicant is found to be or becomes ineligible.
13. Any false, misleading or incomplete information may result in termination of the Funding Agreement, recovery of funds, and referral to law enforcement.

Grant Conditions

14. Grant Recipients must:
 - a) complete grant activities within the specified timeframe unless otherwise agreed in writing;
 - b) notify CDSB of any changes to approved activities;
 - c) submit an Acquittal three months after payment or as requested;
 - d) return any unspent or uncommitted funds;
 - e) update CDSB with any changes to contact or business details;
 - f) provide requested information to CDSB in a timely manner;
 - g) ensure a responsible person is contactable for all Program-related matters.
15. Grant funds must not be used to procure goods or services from related parties, including companies with common

ownership or control, mutual employees, or immediate family members.

16. Applicants may only claim expenses not covered or reimbursed by insurance or other forms of financial assistance. Only the uncovered portion of such expenses is eligible for grant funding.

Audit and Compliance

17. All Queensland Government programs are subject to audit. Records related to the Application and use of funds must be retained for seven years and provided to the Government within five Business Days if requested.
18. Failure to complete the acquittal process or provide supporting documentation may result in repayment of the full grant amount and/or ineligibility for future funding.

Variations and Termination

19. CDSB may suspend, vary or terminate funding due to budget constraints, policy changes, or unforeseen circumstances.
20. If the Decision Maker determines that the Eligibility Criteria were not met following payment, CDSB may notify the Applicant and require repayment of the Grant.
21. CDSB may set off any debt owed by the Applicant to the Queensland Government against any payments due to the Applicant.

Indemnity

22. To the extent permitted by law, Applicants release and indemnify CDSB and its officers against any claim arising directly or indirectly from activities funded by the Grant.

Publication and Transparency

23. Recipient business names and grant amounts may be published on the Queensland Government Open Data Portal.

Privacy Collection Notice

CDSB collects information, including Personal Information, for assessing eligibility, administering, monitoring, auditing, evaluating and promoting the Program, and supporting related government services. CDSB may disclose information to other State or Federal agencies, the Minister's office, Members of Parliament, and in promotional materials and reports. Information will be managed per Queensland privacy laws. For enquiries, contact corporate.legal@desbt.qld.gov.au.