

1. Application and acceptance of Terms and Conditions

1.1. Resilience NSW, Revenue NSW and Service NSW are delivering the Disaster Relief Grants program (the Program) for NSW Flood Disaster Recovery. The Program is a Category A assistance measure delivered in accordance with the Disaster Relief Funding Arrangements. Category A assistance measures are designed to help meet the immediate needs of safety, sustenance and shelter and the longer-term recovery. The Program aims to support those most in need and those least able to return their homes to a safe and Habitable Condition after a disaster. In doing so, it seeks to alleviate personal hardship and distress arising as a result of natural disasters in NSW.

1.2. By applying to receive a payment under the Program, you agree to be bound by these Terms and Conditions.

1.3. More detailed information about the Program is available in the Program Guidelines. The [Program Guidelines](#) are published on the Service NSW website.

2. Definitions and interpretation

2.1. In these Terms and Conditions, unless the context otherwise requires:

Applicant means a household (including owner-occupier and rental properties) that applies to receive payment under the Program.

DCS means Department of Customer Service.

Disaster Relief Guidelines means the document that outlines the Program.

Essential Household Contents Grant means funding that may be provided to assist with the cost of re-establishing essential household items considered necessary to maintain a basic standard of living. Examples of essential household contents include bedding, furniture, clothing, and essential electrical items (e.g. refrigerator, washing machine, stove).

Evidence of Monies Paid may include:

- a) a receipt, including the name, address and ABN (if applicable) of the entity that issued the receipt and a description of each item to which the receipt relates, and/or
- b) a copy of the Applicant's transaction history and/or bank statement.

GSF Act means the *Government Sector Finance Act 2018* (NSW).

Habitable Condition means, in respect of a Residential Property, fit for human habitation, possessing basic amenities in working order, and not being in substantial disrepair.

Owner-Occupier means a person who is the registered proprietor of a Residential Property in which they would (but for the Eligible Disaster) normally reside and maintain Essential Household Items.

Program means the program described in clause 1.1 of these Terms and Conditions.

Program Guidelines refers to the guidelines for making an application under the Program available on the Service NSW website.

Residential Property means any of the following:

- a) a house,
- b) an apartment,
- c) a moveable dwelling such as caravan, motorhome, relocatable home, cabin or shipping container.

Resilience NSW means the Crown in the right of the State of NSW acting through Resilience NSW.

Revenue NSW means the Crown in the right of the State of NSW acting through Revenue NSW.

Service NSW means the Crown in the right of the State of NSW acting through Service NSW.

Tenant means a person who has a current lease agreement for a Residential Property in which they would (but for the Eligible Disaster) normally reside and maintain Essential Household Items.

Terms and Conditions means these Terms and Conditions for participation in the Program, as amended from time to time.

We or **us** means one or more of DCS, Service NSW and/or Resilience NSW (as the case requires).

3. Payments available under the Program

3.1. The objective of the Program is to alleviate personal hardship and distress by providing assistance to those most in need and least able to restore their home to a safe and **Habitable Condition**. That assistance falls into two categories

- a) **Essential Household Contents Grants** to assist with the cost of re-establishing essential household items considered necessary to maintain a basic standard of living. These grants assist low-income residents who have no other means of restoring their homes to a safe and habitable condition following a disaster event. Annexure A of these Terms and Conditions contains a non-exhaustive list of items that payments made under the Program can be used for.

- b) **Structural Repairs Grants** as a contribution toward essential structural repairs to homes for households unable to meet the cost of repairs. The grants may assist low-income homeowners who have no other means of restoring their homes to a safe and habitable condition. The Structural Repair Grants are commonly delivered in the form of either:
 - a) grants to contribute toward essential structural repairs to homes;
 - b) grants for full rebuilds of property which has been rendered uninhabitable; and
 - c) grants to eligible applicants to contribute to the repair or replacement of temporary dwellings.

4. Eligibility

4.1. An Applicant may be eligible for the Program if the following apply:

- a) The Applicant is the Owner-Occupier or Tenant of a Residential Property;
- b) The Residential Property was the Applicant's primary place of residence at the time it was damaged by a natural disaster;
- c) The affected Residential Property is:
 - not covered by insurance for the damage; or
 - covered by insurance which excludes damage caused during this natural disaster .
- d) they are a low-income earner as determined by the income and assets test;
- e) it has been less than four months since the natural disaster.

4.2 If there are multiple individuals with differently owned assets living within the one Residential Property, for example, in a share-house arrangement, each individual must make their own application, covering only those items which are owned by them, and which are in scope of the Essential Household Contents Grants.

4.3 Applicants may not be eligible if any of the following apply:

- a) lack of maintenance has caused or impacted the damage, such as poor roof maintenance; and
- b) the damage is cosmetic and not essential to living in a safe and habitable home.

5. Application process and requirements

5.1. Applications must be submitted via:

- a) the Service NSW website; or
- b) via mail to GPO Box 5434 Sydney 2001.

5.2. Applicants must fully complete the online application and submit all requisite documentation as stated on the application.

5.3. All Applications must provide evidence of:

- a) the Applicant's realisable assets;
- b) the Applicant's income and disposable income;
- c) whether or not the Applicant has insurance, and the coverage of that insurance;

- d) whether or not the Residential Property in the application is the Applicant's principal place of residence;
- e) whether or not the damage was caused by the natural disaster; and
- f) whether or not the losses are in scope for the Program.

5.4. Further information about eligibility and support documentation is provided in the DRG Guidelines at Section 5.

5.5. Notwithstanding any other provision in these Terms and Conditions, Service NSW, DCS, Revenue NSW or Resilience NSW may require additional information or clarification from an Applicant or from any other public entity or person, before determining whether the eligibility criteria in clause 4.1 have been met and whether the application should be approved. Failure to comply with a request for further information may result in the application being rejected.

5.6. Resilience NSW may determine that it is necessary to conduct a site visit to a Residential Property before determining whether the eligibility criteria have been met and whether the application should be approved. Applicants will be given reasonable notice of any proposed site visit. If an Applicant refuses to permit Resilience NSW to conduct the site visit, the application may be rejected.

5.7. Applicants must retain and provide on request, for a minimum of 24 months following the closing of the program, all documentation and evidence related to their eligibility and the application requirements outlined in these Terms and Conditions and their use of the payments made under the Program (including Evidence of Monies paid).

5.8. By applying to receive a payment under the Program, you consent to Service NSW, DCS and Resilience NSW disclosing personal information provided in accordance with these Terms and Conditions to each other for the purposes of administering, auditing or reporting on the Program. Without limiting this clause, Service NSW, DCS, Revenue NSW and Resilience NSW may share an Applicant's information with other NSW Government agencies, including:

- a) Public Works Advisory, for the purposes of property damage assessments;
- (i) for the purposes of verifying other NSW Government home and/or contents support received by the Applicant
- (ii) for the purposes of seeking to recover any payments made under the Program, including where Service NSW suspects that an Applicant has contravened the payment conditions;
- b) for the purposes of verifying other NSW Government home and/or contents support received by the Applicant and for program monitoring and evaluation;
- c) Identified disclosure to NSW Police of suspected cases of fraud.

5.9. Information provided in an application or otherwise in accordance with these Terms and Conditions must be true and correct. It is a serious offence to provide false or misleading information to a public authority. Where false or misleading information is provided, applications may be referred to law enforcement and penalties may apply.

6. Conditions on payment under the Program

6.1. All payments to an Applicant under the Program are made on the condition that:

- a) the eligibility criteria in clause 4 are met;
- b) The Applicant complies with the law at all times;
- c) The application complies with the requirements in clauses 5.

6.2. An Applicant must take all reasonable steps to ensure that the conditions in clause 6.1 are or have been satisfied at all relevant times.

6.3. Upon receipt of payment under the Program, an Applicant declares that:

- a) to the best of its knowledge, the conditions in clause 6.1 are or have been satisfied at all relevant times; and
- b) it took and will take all reasonable steps to ensure that the conditions in clause 6.1 are or have been satisfied.

6.4. Notwithstanding any other provision in these Terms and Conditions, Service NSW, Revenue NSW and/or Resilience NSW may take civil and/or criminal action (where appropriate), including referral to NSW Police, where Service NSW, Revenue NSW and/or Resilience NSW reasonably suspect that an Applicant or any person acting on behalf of an Applicant provider has failed to comply with the law or these Terms and Conditions.

6.5. Applicants may be audited or investigated by Service NSW, Revenue NSW and/or Resilience NSW to determine whether they are complying with these Terms and Conditions. Applicants must provide any information or documentation that is reasonably required for the purpose of any such audit or investigation.

6.6. Applicants consent to being contacted by Service NSW, Revenue NSW and/or Resilience for a period of 24 months after receiving a payment under the Program for the purposes of reporting on and evaluating the Program. Applicants agree to provide any information that is reasonably required under this clause.

6.7 If an Applicant has already received a payment under the Back Home Program, the amount the Applicant may be eligible to receive under the Program (subject to meeting all eligibility criteria) may be reduced by the amount received by the Applicant under the Back Home Program, or alternatively the Applicant may be required to contribute the amount of the payment under the Back Home Program towards any structural grant under the Program.

7. Payments

7.1. Payment made under the Program will be credited to the bank account identified in an Applicant's application.

8. Recovery of payments

8.1. If an Applicant has received a payment under the Program, and Service NSW, Revenue NSW and/or Resilience NSW is satisfied that the conditions in clause 6.1 were, or have been, contravened, the payment or part of the payment may be recovered from the Applicant by the Crown in a court of competent jurisdiction as debt due to the Crown, pursuant to section 5.7(3) of the GSF Act.

9. Suspension, variation or termination of the Program

9.1. Notwithstanding any other provision of these Terms and Conditions, we reserve the right, at any time, to:

- a) suspend or terminate the entirety or any part of the Program;
- b) refuse to approve an application for payment under the Program for any reason and at our sole discretion;
- c) vary the **Disaster Relief Guidelines**, these Terms and Conditions and the process for application;
- d) suspend the operation of, or close, the application process;
- e) alter or change the opening and closing date for applications; and
- f) reduce or extend the application period.

9.2. Any changes to the Program Guidelines, these Terms and Conditions or action taken to suspend or end the Program will be notified on Service NSW's website.

10. Limitation of Liability

10.1. To the extent permitted by law, Service NSW, DCS, Revenue NSW and Resilience NSW (including their officers, employees and agents) will not be liable for any direct, indirect, incidental, special or consequential loss or damage or for any death, illness, personal injury, financial loss or property damage however caused (including by negligence) which may be suffered or incurred by an Applicant or any person arising directly or indirectly out of or in any way connected with the Program, including:

- a) any decision to make or refuse to make a payment under the Program, including on the basis that funds are unavailable;
- b) the fraudulent application for payments made under the Program;
- c) any breach of these Terms and Conditions; and/or
- d) any decision to suspend or terminate the entirety or any part of the Program.

11. Indemnity

11.1. An Applicant agrees to indemnify and keep indemnified DCS, Service NSW, Revenue NSW and Resilience NSW (including their officers, employees and agents) from and against any liability or loss (including reasonable legal costs and expenses), which may be suffered or incurred by any of those indemnified by reason of or in connection with the Applicant's application for payment under the Program.

12. General

12.1. Applicants are responsible for seeking their own independent legal, business and financial advice regarding these Terms and Conditions, including any tax implications.

12.2. Failure by us to enforce any of our rights at any stage does not constitute a waiver of those rights. No rights under these Terms and Conditions will be waived except by notice in writing signed by both the Applicant and us.

12.3. These Terms and Conditions shall be governed by the laws of the State of New South Wales. We and all Applicants submit to the exclusive jurisdiction of the court of NSW and any court competent to hear appeals from those courts.

12.4. Where we issue a notice to the email address provided by an Applicant, the notice will be deemed to have been received by the Applicant immediately upon receipt of electronic transmission confirmation.

12.5. If any term in these Terms and Conditions is prohibited, void, voidable, illegal or unenforceable for any reason whatsoever, then that part is severed from these Terms and Conditions but without affecting the continued operation of the remaining Terms and Conditions.

12.6. Clauses 8, 10 and 11 contain continuing obligations and will survive termination of these Terms and Conditions.

ANNEXURE A

(a) Payments made under the Program are intended to assist in the repair and replacement of the following essential household contents:

- (i) Air conditioner
- (ii) Bed bases
- (iii) Bed mattresses
- (iv) Bedding
- (v) Car seat – baby or child
- (vi) Cot – baby
- (vii) Clothesline
- (viii) Clothing
- (ix) Computer and internet accessories
- (x) Dining wall unit
- (xi) Dining/kitchen suite
- (xii) Dressing table/drawers
- (xiii) Fan and/or heater
- (xiv) Floor coverings
- (xv) Food
- (xvi) Fry pan/Wok (Electric)
- (xvii) High chair
- (xviii) Hot water service
- (xix) Iron and ironing board
- (xx) Kettle
- (xxi) Kitchen cutlery/crockery
- (xxii) Lawn mower
- (xxiii) Linen/laundry cupboard
- (xxiv) Lounge suite
- (xxv) Microwave
- (xxvi) Refrigerator
- (xxvii) Rice Cooker / slow cooker / grill
- (xxviii) School requisites
- (xxix) Stove / oven
- (xxx) TV
- (xxxi) Toaster
- (xxxii) Tools – basic
- (xxxiii) Tools – required for employment (tools of trade)
- (xxxiv) Towels
- (xxxv) Toys/games
- (xxxvi) Vacuum cleaner
- (xxxvii) Wardrobe
- (xxxviii) Washing machine
- (xxxix) Window coverings

(b) Structural grants will be paid directly to vendors by NSW Government.