

Back to Work Program Terms and Conditions – Small Business Support Pool (Effective 1 July 2021)

1. In these terms and conditions, the following definitions apply unless a contrary intention appears:

<i>Applicant</i>	means the entity (employer), submitting the Application
<i>Application</i>	means an application for Small Business Support Pool funding (as applicable)
<i>Back to Work Team</i>	means the officers of the Queensland Government that are responsible for administering the Program
<i>Cap</i>	means the maximum number of approved Initial Payment Applications for an Applicant, as set by the Guidelines
<i>Decision Maker</i>	means the Queensland Government officer authorised to decide the Application
<i>Eligible Employer</i>	means an employer that meets the eligible employer requirements in the Guidelines and is a small business
<i>Eligible Employee</i>	means an employee that meets the eligible employee requirements in the Guidelines
<i>Eligibility Criteria</i>	means the criteria in clause 13
<i>Employee</i>	means the employee the Application relates to
<i>Back to Work Incentive Payment</i>	means a payment described in the Back to Work Incentive Guidelines that is a payment under the Back to Work program, and which is paid in parts as set out in the Guidelines
<i>Guidelines</i>	means the Back to Work Small Business Support Pool Guidelines for Funding
<i>Payment</i>	means the payment of an Employer Incentive Payment, or Youth Boost payment, calculated in accordance with the Guidelines
<i>Payment Amount</i>	means a payment made under the Small Business Support Pool
<i>Personal Information</i>	means information or an opinion, including information or an opinion forming part of a database, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion
<i>Privacy Collection Notice</i>	means the Privacy Collection Notice in clause 6
<i>Program</i>	means the Back to Work Program, including various funding programs and support services for both employers and jobseekers
<i>Retention</i>	the Eligible Employee must continue to be employed by the Eligible Employer

Required Timeframe	means the timeframe, set out in the Guidelines, for lodging an Application
Required Supporting Documentation	means the documents and information required to be submitted with an Application, including documents and information submitted through QGrants in accordance with the Guidelines, and documents and information requested by the Back to Work Team under clause 10
Small Business	means a business that employs staff and has fewer than 20 employees

2. An Applicant can only lodge one Small Business Support Pool Application for an approved Employee.
3. If an Application is approved, the Applicant will be paid the appropriate Payment Amount, by electronic transfer to the bank account nominated in the Application.
4. If, following receipt of a Payment Amount, an Employee ceases to be employed by the Applicant, the Applicant need not return a Payment Amount already received. but will be ineligible to claim later Payment Amounts for that Employee. This clause is subject to clause 13.
5. If, after lodging an Application, an Employee ceases to be employed by the Applicant, or the Employee's employment conditions significantly change, the Applicant must notify the Back to Work Team in writing of the date the employment ceased or the employment conditions changed and state why the employment ceased or the employment conditions changed.

6. **Privacy Collection Notice.** For the purpose of the condition, information includes Personal Information. The Back to Work Team is collecting information for the purposes of assessing the Applicant's eligibility to receive a Payment Amount under the Program, to support the delivery of other Program funding and support services and for administering, monitoring, auditing, evaluating and promoting the Program. The Program Team may access, collect, use, disclose and share information for these stated purposes between themselves and with other State or Australian Government agencies including but not limited to the; Queensland Office of State Revenue, Queensland Treasury, Office of Industrial Relations, Department of State Development, Infrastructure, Local Government and Planning, Queensland Ombudsman, Queensland Police Service, Other State and Australian Government Law Enforcement Agencies, Queensland Crime and Corruption Commission, Department of Education, TAFE Queensland, Queensland Audit Office, Australian Taxation Office, Fair Work Ombudsman, Australian Government Department of Education, Skills and Employment and Centrelink. Information regarding Applicants may be collected and disclosed to WorkCover Queensland for the purpose of verifying an Applicants compliance with the Workers' Compensation and Rehabilitation Act 2003. Information may be disclosed to the Minister for Employment and Small Business and Minister for Training and Skills Development's Office. Information relating to successful Applicants and their Employee/s may also be provided to Members of Parliament and used in the Program's promotional material, media releases and annual reports. Information will also be published on the Queensland Government's Open Data Portal. The Program Team will not disclose Personal Information, including contact information, to any other third party for any other purpose, unless with consent or as required by law. For further information about how the Program Team manages Personal Information, please contact DESBT Legal Services by email at corporate.legal@desbt.qld.gov.au.

By submitting an Application the Applicant expressly consents to the collection, use and disclosure of information for the purposes and to the organisations and agencies set out in this Privacy Collection Notice.

7. The Back to Work Team may request additional information and documents from the Applicant to help determine whether the Eligibility Criteria have been met. If the Applicant does not provide the Back to Work Team with the requested information and documents, the Decision Maker is not required to decide the Application.
8. The Applicant acknowledges that all Queensland Government programs are subject to audit. All records related to any Applications made by an Applicant must be kept for a period of seven years after lodging the Application and provided to the Queensland Government on request. The records must also be kept in a way that is able to be readily produced if required.
9. An Application may be refused if funding for the Payment Amount is no longer available, or, if the Program has been discontinued. The Queensland Government will publish information on its website if funding for Payment Amounts is no longer available, or if the Program has been discontinued.
10. An Application may be refused if the Decision Maker is not satisfied:
 - the Applicant is an Eligible Employer;
 - the Application relates to an Eligible Employee;
 - the Applicant has employed the Employee in an Eligible Job for the Required Employment Period;
 - the Application was lodged within the Required Timeframe;
 - the Applicant has submitted all Required Supporting Documentation;
 - the Application does not support the retention of the Eligible Employee
 - the Applicant is claiming for funding already received under other Government funding;
11. The Guidelines set out the process for an Applicant to request a review of a decision made in accordance with clause 10 to not approve an Application.
12. The Back to Work Team may request additional information from the Applicant for ongoing monitoring, evaluation, reporting and compliance purposes and to support delivery of other Program funding and support services. If the Applicant receives a request for additional information under this clause, the Applicant agrees to provide that information to the Back to Work Team.
13. If, following payment of a Back to Work Incentive Payment to an Applicant, the Decision Maker:
 - (a) becomes aware of any matter; and
 - (b) as a result of becoming aware, reasonably determines the Eligibility Criteria were not met for that Payment Amount.The Decision Maker may:
 - (a) give written notice to the Applicant of that determination; and
 - (b) require the Applicant to repay the relevant Payment Amount.If the Applicant receives a notice under clause 13, the Applicant agrees to repay the relevant Payment Amount to the Queensland Government.
14. The Queensland Government may set off any amounts payable by the Applicant to the Queensland Government against a Payment Amount payable by the Queensland Government to the Applicant.