



Vacant Property Rental Incentive Scheme

Terms and Conditions

1. These Terms and Conditions and their Administration

- 1.1 These Terms and Conditions apply to the Scheme.
- 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 Any thing or matter which may be done by the State may be done by an authorised officer of the State.

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 Scheme or to (in whole or in part) vary, supplement, supersede or replace the Scheme, the Scheme 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 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 Scheme.
- 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, or its Application fails to comply with the requirements of, the Scheme; 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 Scheme, or exercise any other right referred to in clause 2.1.



- 2.4 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 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:
- 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 Tenant, the Bond Administrator and/or third parties and exercising other rights under clause 8; and
 - 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, under any circumstances, the State determines in its absolute discretion that:
- the Applicant did not at the time of making of the Application, or at the time/s of payment of a Grant, satisfy the eligibility criteria for a Grant under the Scheme; or
 - there is insufficient evidence to verify that the Applicant satisfied the eligibility criteria for a Grant under the Scheme at the time of making of the Application or at the time/s of payment of a Grant;
 - the Applicant made or provided any false, incomplete, misleading or deceptive representation, statement or information; or
 - the Applicant has breached these Terms and Conditions or the Scheme Guidelines,
- the State may require the Applicant to repay a Grant paid to the Applicant and the Applicant must pay to the State the amount of the Grant 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.
- 2.6 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 Scheme at the time of making of the Application and at each time of instalment payments of the Grant.
- 2.7 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 The Applicant acknowledges that there is a limit of one Application per Affected Property.
- 3.2 In order for its Application to be assessed by the State, the Applicant must submit a complete Application electronically through the portal established on the Government of Western Australia Website on or before the Application Closing Time.¹
- 3.3 Receipt of the Application will be determined by the date and time shown in DEMIRS' Good Grant System that the complete Application is electronically submitted.

¹ To initiate an application for the grant online, it will be necessary for applicants to have established a myGovID with at least a 'standard' level of identity verification. Prior to accessing and completing the online grant application, it is mandatory for applicants to authenticate their identity through their myGovID login. An applicant's identity will be considered verified by undertaking this process. A manual application form will be made available to applicants who are unable to use myGovID as a means of identity verification or are unable to apply online.



- 3.4 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.
- 3.5 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 State all costs incurred by the State arising from, or in connection with, the virus.
- 3.6 No State Party will be responsible (in negligence or howsoever) in any way for any loss, damage or corruption of the electronic copy of the Application.
- 3.7 If the electronic copy of the Application becomes corrupted, illegible or incomplete as a result of transmission, storage, encryption or decryption, then the State may request the Applicant to provide another copy of the Application either electronically or in hard copy or both. If the State 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; 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.
- 3.8 The Applicant must inform the State of any changes in the status or circumstances of the Application between the time of its submission and its assessment, by email to cpgrants@dmirs.wa.gov.au or as otherwise specified in the Scheme Guidelines.
- 3.9 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 Scheme or the Application are true and correct, complete and up-to-date, and in no way misleading or deceptive.
- 3.10 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.
- 3.11 All communications by or on behalf of the Applicant with the State are to be provided by the Nominated Applicant and a communication by or on behalf of the State 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 Scheme Guidelines and make an assessment as to whether:
 - a) to request further information or supporting evidence of any matter;
 - b) to offer the 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.

5. Withdrawal of Application

The Applicant may withdraw its Application at any time by email to: cpgrants@dmirs.wa.gov.au.

6. Review

- 6.1 Where an Applicant is dissatisfied with a decision to reject an Application or a decision to refuse to make a Grant payment, the Applicant can, no later than 30 days after the decision to reject or refuse is notified to the Applicant, apply for review of the relevant decision to DEMIRS by email to cpgrants@dmirs.wa.gov.au. An officer of DEMIRS may, after review, make a recommendation to the Director General of DEMIRS in respect of the decision, but will not be obliged to do so.
- 6.2 The Director General of DEMIRS may, but will not be obliged to, consider a recommendation of the officer referred to in clause 6.1. A decision of the officer or Director General of DEMIRS will be final and binding on the Applicant.

7. Disclosure of Information

- 7.1 The Applicant warrants that all Affected Tenants and relevant third parties including agents or property managers have consented to the disclosure of information relating to the Affected Tenant and the Affected Property in respect of the Application and a Grant.
- 7.2 The Applicant acknowledges that DEMIRS may request information from the Bond Administrator. The Applicant consents to the Bond Administrator providing information directly to DEMIRS from time to time. The Applicant also agrees to obtain any information required by DEMIRS from the Bond Administrator and provide this information to DEMIRS within the timeframe and manner specified by DEMIRS.
- 7.3 The Applicant agrees and acknowledges by submitting its Application that the State 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, including without limitation:
- a) to the extent necessary to assess and verify the matters represented in the Application, including disclosing to any government agency or any third party or an Affected Tenant;
 - 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 or subcommittee of Parliament or by way of the Minister responsible for the Scheme disclosing to Parliament as deemed necessary or desirable by the Minister.

- 7.4 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* (WA) and the *Auditor General Act 2006* (WA) are not affected in any way by the Application or these Terms and Conditions.
- 7.5 The Applicant, for the purpose of the State determining eligibility of the Applicant for a Grant payment under the Scheme, conducting an Audit or otherwise exercising the State's rights or functions in connection with the Scheme, 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 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.
- 7.6 By submitting an Application, the Applicant releases each State Party from all liability (in negligence or howsoever) 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 or associated with its Application, under this clause.

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 Tenant or any third party directly to seek information and the right to require any Record or information from the Applicant.
- 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 Tenant or third party to the Applicant, the Applicant authorises each Affected Tenant and third parties including its agents and representatives to disclose to the State, upon request by the State for the purposes of Audit in connection with the Application or a Grant, any information in connection with the Applicant, the Application, Affected Tenant or the Affected Property.



9. Intellectual Property

The Applicant consents to the reproduction and communication of the Application and any information or document submitted in respect of the Application for the purposes of administration of the Scheme, and represents that it has obtained all copyright, moral rights 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 having any connection or involvement with the Scheme, 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 in connection with the Scheme.

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 Scheme.

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 Scheme, including without limitation, any aspect of the assessment or review of the Application or instalment payment or the disclosure of its Application and information or documents; and
- b) releases each State Party from all liability (in negligence or howsoever) for any loss, injury, damage, liability, costs or expense arising in connection with any matter or thing in relation to the Scheme.

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, unless the context otherwise requires:

Affected Property means a residential property in respect of which the Application is made.

Affected Tenant means the tenant who resides in an Affected Property.

Applicant means the owner/s of the Affected Property applying for a Grant under the Scheme 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 Scheme.

Application Closing Time means 11:59 pm (WST) on 6 November 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.

Bonds Administrator has the meaning given to that term in the *Residential Tenancies Act 1987* (WA).

DEMIRS means the Department of Energy, Mines, Industry Regulation and Safety.

eligibility criteria means the criteria set out in the Scheme Guidelines, which criteria the State may, for legitimate government or public policy purposes, change at any time and from time to time.

Government of Western Australia Website means www.wa.gov.au/VacantPropertyRentalIncentiveScheme.

Grant means financial assistance payment which is available, payable or paid in full or part (as the case may be) in response to a successful Application and further assessment under the Scheme.

Law means any rule or requirement of any statute, subordinate legislation, the common law or equity.

Nominated Applicant means an owner of the Affected Property who has authority to act on behalf of any other owner/s of the Affected Property and is 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.

Scheme means the Vacant Property Rental Incentive Scheme, and associated processes, and requirements and benefits described in both the Scheme Guidelines and these Terms and Conditions.

Scheme Guidelines means the document entitled "Scheme Guidelines, FAQs and Terms and Conditions – Vacant Property Rental Incentive Scheme available at the following link www.wa.gov.au/VacantPropertyRentalIncentiveScheme. The Scheme Guidelines include the eligibility criteria.



State means the State of Western Australia acting through DEMIRS.

State Party means the State, any Minister of the State, any department, agency, emanation, instrumentality, or authority of the State and each of their respective officers and employees.

Terms and Conditions means these terms and conditions.

working day means any day not being a Saturday, Sunday or public holiday in Perth, Western Australia.

Department of Energy, Mines, Industry Regulation and Safety

www.demirs.wa.gov.au

Consumer Protection Division

Gordon Stephenson House
Level 2/140 William Street Perth Western Australia 6000
Locked Bag 100, East Perth WA 6892

Call: 1300 30 40 54 Email: consumer@demirs.wa.gov.au

www.consumerprotection.wa.gov.au



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The information contained in this fact sheet is provided as general information and a guide only. It should not be relied upon as legal advice or as an accurate statement of the relevant legislation provisions. If you are uncertain as to your legal obligations, you should obtain independent legal advice.

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