



# SME Business Advisory Services

## Program Guidelines



Government  
of South Australia

Department for  
Innovation and Skills

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# 1. Introduction

Critical to the success of businesses ability to survive economic challenges, such as the recent bushfires and the effect of COVID-19, is access to quality, independent advice and support to improve the position of businesses in South Australia for the future.

*The SME Business Advisory Services Program* will support small and medium sized businesses access professional services to grow and transform their business.

The South Australian Government recognizes the benefits that a diverse and inclusive culture brings to our state. We encourage applications from all business owners regardless of nationality, gender, cultural or social background, sexuality, religion, age, or physical or intellectual ability.

This Program is managed by the Department for Innovation and Skills.

# 2. Program Objectives and Outcomes

## 2.1 Objectives

The Program is designed to support eligible South Australian businesses, of any business type or industry sector, access professional business advice in key area/s, to help support their business growth and transformation, and future business viability.

# 3. Eligibility Criteria

## 3.1 Eligible Applicants

### Eligible applicants must:

- be a business whose operations are primarily based in South Australia;
- have less than 100 full time equivalent employees;
- be looking to transform and grow their business.

### Eligible businesses must:

- hold an Australian Business Number (ABN); and
- not be a public company, charitable business or body corporate under the Body Corporate and Community Management Act 1997; and
- be a sole trader, partnership, co-operative, private company or trust that carries on a for-profit business; or
- have a business that is being developed and in the opinion of the Department will be developed into a for-profit business that will be carried on.

There are no minimum or maximum turnover requirements and the Program is open to all industry sectors.

Applications must be received by the Department by **5:00pm, 17 May 2021**.

Expenditure must be incurred by **30 June 2021**.

## 3.2 Eligible Expenditure

Eligible expenditure is expenditure for professional advice incurred only from an Approved Provider (refer to Section 3.3) that supports small and medium enterprises (SME) transformation and growth opportunities, including advice on:

- business planning;
- marketing;
- e-commerce;
- finance matters;
- workforce planning;
- transformation of business and operating models;
- identification of new business opportunities, including research and development;
- analysis of growth opportunities;
- information technology;
- business future proofing, including how to maximise technology;
- business continuity planning (including both emergency planning and managing occurrences such as supply chain disruptions);
- other advice as deemed appropriate by the assessment panel where the Applicant can demonstrate benefit of transformation and growth to their business.

### Applications will not be considered for:

- advice on business as usual operations;
- industrial relations advice;
- any business advisory support not approved by the Minister as part of this Program;
- support that has been paid for before approval of the Application;
- pre-recorded video style courses or programs;
- the costs of travel, accommodation, equipment or other incidental expenses or consumables relating to the business advisory support.

Applicants should seek to demonstrate how the Provider will contribute to supporting the business through transformation and growth opportunities.

## 3.3 Approved Provider Eligibility

Professional advice may only be obtained from an Approved Provider.

Applicants may select a provider from the Approved Provider panel or nominate a preferred service provider. If an Applicant nominates their preferred Provider, the Provider must meet the eligibility requirements set out below and be approved by the Department.

If a Provider is not approved by the Department, the Department will liaise with the Applicant to identify an alternative Provider.

To be eligible to deliver service(s) as part of the Program, service providers that have been nominated or invited to apply must complete a Service Provider Application and Declaration Form, in which they will need to demonstrate that they:

- are one of the following entity types:
  - a private or public company incorporated in Australian under the *Corporations Act 2001*. That is non-tax-exempt and is registered for GST; or
  - a sole trader; or
  - a not-for-profit organisation that:
    - is an incorporated body, co-operative or associate (including business associations); and
    - has an Australian Business Number (ABN) or can provide written advice from the Australian Taxation Office that no withholding tax is required from the payment; and
- are based in, or have an operating presence in South Australia; and
- have a trading history of at least twelve (12) months; and
- are financially viable; and
- can supply the eligible services and demonstrate sector or market-specific professional knowledge, skills and expertise in the specified key areas in relation to the business need; and
- commit to undertake their role in accordance with these Guidelines and deliver the agreed outcomes of the Program and within the agreed costs and timeframes; and
- sign the Service Provider Declaration (a legally binding agreement with the South Australian Government) under which they declare (amongst other things) that they will not provide services under this Program to applicants that are owned by the same parent company as the provider, share governance, or have common Directors.

Whether the Provider is successful or not will be determined by the Minister and/or the Department at its absolute discretion.

Successful Providers will be added to a panel of Approved Providers for the Program, if they elect to do so.

While the Department takes care in selecting prequalified Approved Providers and undertaking due diligence checks on these Providers, the Department makes no representation or warranty of any kind, either express or implied, regarding a Provider or the quality of the services provided by a Provider.

Advice provided by the Approved Provider is independent from the South Australian Government and the Department accepts no responsibility, and will accept no liability for the accuracy, reliability or correctness of any advice, recommendation, or information provided in the delivery of the Program.

## 3.4 Applicant and Approved Provider Relationship

Applicants and the Approved Provider that provides the service to the Applicant must be entirely separate entities. They must not be owned by the same parent company, share governance, have a close personal relationship or have common directors or common shareholders.

# 4. Funding

## 4.1 Available Funding

Applicants are eligible to apply for a maximum \$10,000 (excluding GST). Applicants must provide matched funding equal to the grant amount sought by the applying business.

## 4.2 Payment

Payment will be made direct from the Department for Innovation and Skills to the Approved Provider (upon receipt of a valid tax invoice addressed to the Department) in a maximum of two tranches once the Department is satisfied that services have been satisfactorily commenced (tranche 1) and provided (tranche 2), and following receipt from both the Recipient and Approved Provider of:

- a signed Declaration stating that the agreed business advisory support has commenced or been completed;
- completed reports and information as specified in the Terms and Conditions, to the satisfaction of the Department and including any additional evidence requested.

# 5. Assessment criteria

## 5.1 Application Process

Please read these Guidelines (including the Terms and Conditions) before you apply.

The Terms and Conditions section outlines contractual details including Payments and Reporting.

Applicants must apply by using the online application form: [business.sa.gov.au](https://business.sa.gov.au)

All questions in the Application Form must be completed and all requested documents attached. Incomplete Applications will be considered ineligible.

Applications will generally be considered on a first-in, first-served basis.

Applications close at **5:00pm, 17 May 2021** or when the Program has been fully subscribed. Applications received after this time will not be considered eligible.

Applicants may submit more than one application during the application period, up to a total of \$10,000 (excluding GST) per applicant, and subject to available funding.

## 5.2 Assessment and Selection Process

Applications must be submitted online and will be considered by the Department in the order in which they are received against the Eligibility Criteria and the outcomes for the participating business.

In the Application Form, Applicants should seek to demonstrate how the Provider will contribute to supporting the business through transformation and growth opportunities.

Whether an applicant is successful or not will be determined by the Minister and/or the Department at its absolute discretion.

There is no obligation to approve any assistance. In exceptional circumstances, the Minister may consider or accept any application, including without limitation, an application that may not comply with these Guidelines in their entirety.

The Department will notify the designated contact person provided in the Application Form via email on the outcome of their application.

## 5.3 Contract

The Application Form constitutes acceptance of the Terms and Conditions as set out in these Guidelines which forms a legally binding agreement between the Applicant and the Minister.

## 5.4 Public Disclosure

Project details estimated and actual economic outcomes, and amount of funding will be made public subject to the Government's consideration of any commercial and public interest factors.

# 6. Terms and Conditions

By submitting an Application Form, you are deemed to accept the following Terms and Conditions at the time of application under which the Support will be given to approved applicants.

If the Support is approved, in accordance with these Terms and Conditions, no changes can be made to the Purpose, Approved Key Area/s, Approved Support, Approved Provider and Eligible Expenditure without prior consideration and approval from the Department in writing. Such requests may be accepted or rejected at the sole discretion of the Department.

Support may be subject to GST and income tax. Successful applicants should seek advice on these and other tax implications from their tax advisors or the Australian Taxation Office.

## In these terms and conditions:

**“Agreement”** means these terms and conditions and the SME Business Advisory Services Program Application Form;

**“Approved Support”** means the business advisory support to deliver the Approved Key Area/s which has been approved by the Minister;

**“Approved Key Area/s”** means the content delivered as part of the Approved Support as outlined in the SME Business Advisory Services Program Application Form which has been approved by the Minister;

**“Approved Provider”** means the Department approved Professional Business Advisory Provider to which the Recipient has been matched;

**“Eligible Expenditure”** means the cost of the Approved Business Advisory Support. For avoidance of doubt, Eligible Expenditures does not include any costs incurred to attend the Approved Business Advisory Support, such as travel, accommodation, plant, equipment or other incidental expenses or consumables;

**“Matched Funding”** means the contribution by the Recipient to the Approved Support to meet the balance of Eligible Expenditure not covered by the Support. The Matched Funding amount must be at least equal to the amount of the Support;

**“Minister”** means the Minister for Innovation and Skills (acting through the Department for Innovation and Skills);

**“Purpose”** means the purpose of reimbursing the Eligible Expenditure for the Recipient to undertake and engage the Approved Provider to complete the Approved Support before the Support End Date;

**“Recipient”** means the recipient of the Support;

**“SME Business Advisory Services Program Application Form”** means the application form completed by the Recipient to apply for the Support;

**“Support”** means the Support amount approved by the Minister; and

**“Support End Date”** means 30 June 2021 (unless extended by the Minister at his absolute discretion).

# 6. Terms and Conditions

1. As and when requested by the Minister, the Recipient must provide details, with evidence in support, on the progress of the Purpose and on the application and expenditure of the Support to enable the Minister to be satisfied that the Support is being used effectively and efficiently.
2. The Support will be paid by the Department to the Approved Provider in the following manner subject to the conditions set out below being satisfied (unless an alternative arrangement is otherwise agreed in writing by the Department at the Department's absolute discretion):

Support	Conditions of payment of Support	Due Date
50% of Support	Receipt of the following documentation by the Due Date to the satisfaction of the Minister: <ul style="list-style-type: none"><li>• Mid-term Survey</li><li>• Valid tax invoice from the Approved Provider</li><li>• Report and or any/other additional documents or other evidence as the Minister may reasonably require</li></ul>	Within 7 days of a minimum 50% of the Approved Support being provided to the Recipient
50% of Support	Receipt of the following documentation by the Due Date to the satisfaction of the Minister: <ul style="list-style-type: none"><li>• Copy of Final Approved Provider Report</li><li>• Completion of Program Survey</li><li>• Valid tax invoice from the Approved Provider</li><li>• Evidence that the Matched Funding by the Recipient has been made to the Approved Provider</li><li>• Report and or any/other additional documents or other evidence as the Minister may reasonably require</li></ul>	Within 14 days of the earlier of 100% of the Approved Support being provided to the Recipient and the Support End Date

3. The Recipient must submit the following Reports and Information to the Minister within the Due Date specified below

Report/Survey	Information Required	Due Date
Mid-term Survey	Survey (to be completed in a template if provided by the Minister) which sets out an overview of support provided under the Approved Support	Refer to clause 2
Final Approved Provider Report	Copy of final report prepared by Approved Provider	Refer to clause 2
Program Survey	Survey (to be completed in a template as provided by the Minister) which sets out the following: <ul style="list-style-type: none"> <li>• Overview of deliverables achieved i.e. realised and/or expected outcome/s to the Recipient's business;</li> <li>• Identified next step/s; and</li> <li>• Program evaluation/feedback.</li> </ul>	Refer to clause 2
Post Completion Survey (if requested by the Minister)	Survey (to be completed in a template as provided by the Minister) relating to the Recipient's business and realised outcomes (benefits) to the Recipient's business	Within 14 days of request from the Minister any time in the 12 month period after the Support End Date

4. The Recipient must use the Support only for the Purpose.

5. If the Recipient:

- (a) fails to comply with this Agreement at any time; or
- (b) have in any dealings with the Minister, or in the SME Business Advisory Services Program Application Form, or in reporting details, provided any false, misleading, incomplete or incorrect information,

the Minister may:

- (a) require the Recipient to repay either the whole or a portion of the Support (whether expended or not) within 14 days of a written demand from the Minister;
- (b) withhold funds not already paid;
- (c) withhold future grants from the Recipient; and/or
- (d) terminate this Agreement.

6. The Minister will need to be satisfied the Recipient is using the Support for the Purpose and the Recipient is complying with this Agreement, and will need to be able to make an informed assessment of the Recipient's ongoing financial position and of the overall effectiveness of the Grant. To enable this, the Recipient must provide any information requested by the Minister or its auditors or financial advisers (including documents, records, management accounts, financial statements, annual reports).

7. The Recipient must provide timely advice to the Minister of:

- (a) any significant changes to the nature and/or scope of the activities conducted by the Recipient; or
- (b) any change to the authorised scope of the Purpose.

8. The Recipient must allow any officer or person authorised by the Minister to enter the Recipient's premises to inspect the Recipient's operations (including equipment, premises, accounting records, documents and information) and interview the Recipient's employees on matters pertaining to the Recipient's operation and the Recipient's reporting obligations under this Agreement.

9. The Recipient must comply with all legislation applicable to the Support and the Purpose and with any constitution or rules which govern the Recipient's operations.

10. The Recipient acknowledges the Support represents a one-off contribution by the Minister towards the Purpose, and the Recipient agrees any request for subsequent funding will require a new application to the Minister. The Minister is under no obligation to agree to pay any subsequent funding to the Recipient.

11. The Recipient acknowledges the Minister will not be liable to reimburse the Recipient for any losses or cost over runs that may result from the operation of this Agreement or the carrying out of the Purpose.

12. The Recipient agrees the Support is personal to the Recipient, and the Recipient must not assign, transfer or encumber any of the Recipient's rights or obligations under this Agreement.

13. Subject to clause 14 below, the Recipient grants the Minister and the State of South Australia a non-exclusive, perpetual, royalty-free licence to use any reports created as part of the Purpose.

14. Nothing in this Agreement affects the ownership of intellectual property rights in the Final Approved Provider Report and the Government Party acknowledges that the Final Approved Provider Report will only be used for the purposes of verifying that the Approved Support has been provided in accordance with this Agreement.
15. The Recipient warrants that the information provided in the SME Business Advisory Services Program Application Form is true and correct in every respect.
16. The Recipient acknowledges that the SME Business Advisory Services Program Application Form, including any attachments and supporting documents, once submitted to the Minister will become subject to the operation of the Freedom of Information Act 1982 (SA), and could, subject to the provisions of that Act, be released pursuant to a request made under that Act.
17. The Recipient authorises the Minister, acting through the Department to disclose any information contained in the SME Business Advisory Services Program Application Form, and any attachments and supporting documents, to any other agency of the South Australian Government or to any agency of any other State or to third parties engaged by the Department for the purpose of or in connection with the assessment and administration of this Support together with program monitoring, reporting and evaluation purposes.
18. This Agreement:
  - (a) is governed by the laws in the State of South Australia. The courts of the State of South Australia have exclusive jurisdiction in connection with this Agreement
  - (b) constitutes the entire agreement between the parties in respect of the matters dealt with in this Agreement and supersedes all prior agreements, understanding and negotiations in respect of the matters dealt with in this Agreement.

## Disclaimer

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