



11 March 2022

Dear [REDACTED]

Thank you for your request made under the Official Information Act 1982 (OIA), part of which was transferred from the Ministry of Business, Innovation and Employment on 11 February 2022 pursuant to section 14 of the OIA. You requested the following regarding COVID-19 financial support (numbered for ease of response):

General questions

1. *What is the purpose of each individual scheme?*
2. *When was each announced, opened and closed for applications?*
3. *Have there been any instances of a beneficiary/applicant needing to repay a loan or payment for any reason? (As in, not typical repayment)*
4. *What were the reasons and how many? (Nationally, regionally, and by city including Auckland, Rotorua and Tauranga)*
5. *For the support avenues that have closed: why were they closed?*
6. *Some of the schemes/payments were for businesses that could prove a financial loss, particularly during an alert level shift. Has there been any support such as this applicable in the traffic light setting?*

Small Business Cashflow Scheme (SBCS)

7. *How many businesses applied in the first day, week, month and year of it being opened? (Nationally, regionally, and by city including Auckland, Rotorua and Tauranga)*
8. *Applied to date? (Nationally, regionally, and by city including Auckland, Rotorua and Tauranga)*
9. *How much money did this total? (Nationally, regionally, and by city including Auckland, Rotorua and Tauranga)*
10. *Was there an average loan amount, and what was it? (Nationally, regionally, and by city including Auckland, Rotorua and Tauranga)*
11. *How many businesses have repaid the loan entirely? (Nationally, regionally, and by city including Auckland, Rotorua and Tauranga)*
12. *How many have paid off some but not all? (Nationally, regionally, and by city including Auckland, Rotorua and Tauranga)*
13. *What percentage of loans granted in the first month have been repaid? (Nationally, regionally, and by city including Auckland, Rotorua and Tauranga)*
14. *To date? (Nationally, regionally, and by city including Auckland, Rotorua and Tauranga)*
15. *What number of applications were declined? (Nationally, regionally, and by city including Auckland, Rotorua and Tauranga)*
16. *Have any who received the loan voiced concern they will be unable to pay it back? (Before and after interest from two years) (Nationally, regionally, and by city including Auckland, Rotorua and Tauranga)*
17. *How much money was available to be loaned through this scheme?*
18. *How much is able to still be loaned?*

Resurgence Support Payment (RSP)

19. How much money was available to be given through this scheme?
20. How much is able to still be given?
21. Does this money need to be paid back at all?
22. How many applied for this? (Nationally, regionally, and by city including Auckland, Rotorua and Tauranga)
23. How many were refused? (Nationally, regionally, and by city including Auckland, Rotorua and Tauranga)
24. What are the reasons for refusal?
25. How much money was given through this to date? (Nationally, regionally, and by city including Auckland, Rotorua and Tauranga)

Transition Support Payment

26. How much money was available to be given through this scheme?
27. Does this money need to be paid back at all?
28. How many applied for this? (Nationally, regionally, and by city including Auckland, Rotorua and Tauranga)
29. How many were refused? (Nationally, regionally, and by city including Auckland, Rotorua and Tauranga)
30. What are the reasons for refusal?
31. How much money was given through this to date? (Nationally, regionally, and by city including Auckland, Rotorua and Tauranga)

The information you have requested in relation to the schemes you have listed in your request are detailed below. Data has been collated as at 11 February 2022. In instances where the postcode of the customer is unknown to Inland Revenue, the region will show as "region unknown".

More information around what support is currently available through the COVID-19 Protection Framework is available at <https://www.business.govt.nz/covid-19/financial-support-for-businesses/>.

More information on the Resurgence Support Payment (RSP) and Small Business Cashflow (Loan) Scheme (SBCS) is available at www.ird.govt.nz by typing "RSP" or "SBCS" into the search bar. Statistical data can also be found at www.ird.govt.nz/about-us/tax-statistics.

Information on the Transition Payment is available at www.beehive.govt.nz/release/transition-support-businesses-available-today.

The statutory framework for the SBCS and the RSP is set out in sections 7AA and 7AAB of the Tax Administration Act 1994.

We also attach a copy of the *Small Business Cashflow (Loan) Scheme Terms and Conditions as at 16 December 2020* (SBCS Terms) and the *COVID-19 Resurgence Support Payments Scheme General Terms and Conditions for Grants as at 1 July 2021* (RSP Terms).

Questions 1, 2, 5 & 6 (general questions)

To respond to the challenge of COVID-19, many businesses and organisations have changed the way they operate. Since the pandemic began in March 2020, the Government announced a number of measures designed to help businesses and their employees deal with the COVID-19 outbreak.

Of the schemes listed in your request, Inland Revenue is responsible for administering the SBCS, the RSP and the Transition payment. Over the time Inland Revenue has administered these initiatives, the Government has made changes to the support available and the eligibility criteria in response to the changing COVID-19 environment. These initiatives were/are implemented in a high-trust manner, however Inland Revenue has

maintained a strong focus on the integrity of these initiatives. Alongside the declarations applicants are required to complete, Inland Revenue conducts eligibility and integrity checks across all applications as they are received. Integrity checks are also completed after payments have been made.

The SBCS was introduced to support small to medium businesses and organisations struggling with a loss of actual revenue due to COVID-19. The SBCS was announced on 1 May 2020 with applications being open from 12 May 2020. Applications are open until 31 December 2023. More information is available on our website as above.

The RSP was a payment to help support viable and ongoing businesses or organisations which experienced a 30% drop in revenue or capital raising (for pre-revenue businesses) due to COVID-19 Alert Level increases to Level 2 or higher. The RSP was initially announced in February 2021. A number of payments were made available through 2021 as outlined in the table below. The Transition payment was the seventh activation of the RSP scheme and was available for businesses to support their move to the COVID-19 Protection framework (traffic lights). As New Zealand exited the COVID-19 Alert Level System, the RSP was closed.

| Activation date | RSP Payment number | Affected revenue start date | Affected revenue end date | Applications open | Final date for applications |
|-----------------|--------------------|-----------------------------|---------------------------|-------------------|-----------------------------|
| 14/02/2021 | 1 | 15/02/2021 | 22/02/2021 | 23/02/2021 | 23/03/2021 |
| 28/02/2021 | 1 | 28/02/2021 | 12/03/2021 | 08/03/2021 | 12/04/2021 |
| 23/06/2021 | 1 | 23/06/2021 | 29/06/2021 | 01/07/2021 | 29/07/2021 |
| 17/08/2021 | 1 | 17/08/2021 | 01/11/2021 | 24/08/2021 | 01/12/2021 |
| | 2 | 08/09/2021 | 01/11/2021 | 17/09/2021 | 01/12/2021 |
| | 3 | 01/10/2021 | 01/11/2021 | 08/10/2021 | 01/12/2021 |
| | 4 | 22/10/2021 | 01/12/2021 | 29/10/2021 | 13/01/2022 |
| | 5 | 05/11/2021 | 01/12/2021 | 12/11/2021 | 13/01/2022 |
| | 6 | 19/11/2021 | 01/12/2021 | 26/11/2021 | 13/01/2022 |
| | 7* | 03/10/2021 | 09/11/2021 | 10/12/2021 | 13/01/2022 |

*The Transition Payment

Questions 3 and 4 (general questions)

Your request for information relating to a 'beneficiary/applicant' has been interpreted as being a customer who was in receipt of any type of benefit from Work and Income at a time which breaches the SBCS terms or the RSP terms.

The customers outlined in the two tables below have been identified as a result of the eligibility and integrity checks mentioned above. I have not included data on customers outside the beneficiary demographic, however if you wish to request this information, please contact us again.

For the SBCS, there are currently 204 beneficiaries who are in default of the SBCS terms and are required to repay their loan including default interest.

The table below outlines the number of beneficiaries required to repay their SBCS loan by region.

| Region | Number of beneficiaries who are required to repay their loan |
|--------------|--|
| Auckland | 97 |
| Nelson | 8 |
| Christchurch | 29 |
| Dunedin | 4 |
| Gisborne | 1 |

| | |
|--------------------|------------|
| Hamilton | 10 |
| Hokitika/Greymouth | 1 |
| Invercargill | 3 |
| Napier | 5 |
| New Plymouth | 4 |
| Palmerston North | 3 |
| Rotorua | 3 |
| Tauranga | 8 |
| Wellington | 24 |
| Whanganui | 3 |
| Whangarei | 1 |
| Total | 204 |

For the RSP, 47 beneficiaries have been required to repay the RSP due to receiving the payments whilst they were not entitled to receive them. This is a Repayment Event pursuant to the RSP terms.

The table below outlines the number of beneficiaries that received a RSP by region.

| Region | Number of beneficiaries who are required to repay their RSP |
|------------------|---|
| Auckland | 23 |
| Nelson | 1 |
| Christchurch | 3 |
| Dunedin | 2 |
| Hamilton | 2 |
| Napier | 1 |
| New Plymouth | 1 |
| Palmerston North | 1 |
| Rotorua | 1 |
| Tauranga | 2 |
| Wellington | 7 |
| Whangarei | 3 |
| Total | 47 |

Question 7 (SBCS)

The table on the following page shows the applications received within the first day, week, month and year since the SBCS was opened for applications. This is all applications received and includes the applications approved, rejected and still in progress.

| Region | Day 1 | 7 Days | 30 Days | 365 Days |
|------------------|---------------|---------------|---------------|----------------|
| Auckland | 8,343 | 16,635 | 33,977 | 49,406 |
| Christchurch | 2,420 | 4,796 | 9,703 | 13,408 |
| Wellington | 1,822 | 3,495 | 7,272 | 10,454 |
| Hamilton | 1,335 | 2,615 | 5,570 | 8,094 |
| Tauranga | 1,024 | 1,966 | 4,218 | 6,255 |
| Dunedin | 894 | 1,717 | 3,659 | 5,196 |
| Whangarei | 593 | 1,194 | 2,700 | 4,047 |
| Palmerston North | 615 | 1,222 | 2,673 | 3,842 |
| Nelson | 522 | 1,000 | 2,168 | 3,055 |
| Napier | 516 | 940 | 1,993 | 2,835 |
| Rotorua | 443 | 890 | 1,831 | 2,665 |
| New Plymouth | 343 | 658 | 1,427 | 2,089 |
| Invercargill | 224 | 439 | 998 | 1,422 |
| Timaru | 210 | 434 | 993 | 1,368 |
| Region Unknown | 120 | 254 | 550 | 829 |
| Gisborne | 107 | 207 | 479 | 713 |
| Greymouth | 94 | 197 | 460 | 674 |
| Total | 19,625 | 38,659 | 80,671 | 116,352 |

Question 8 (SBCS)

The table below shows the total number of SBCS applications received to date and the number of these which have been approved. The total number of applications received includes approved, rejected and applications still in progress.

Please note, some customers are counted twice as they have applied for and/or secured another loan after they have fully paid their original loan (this equates to 1% of the total applicants or just over 1,000 customers).

| Region | Total number of applications | Approved applications |
|------------------|------------------------------|-----------------------|
| Auckland | 58,138 | 51,464 |
| Christchurch | 15,047 | 13,597 |
| Wellington | 11,781 | 10,468 |
| Hamilton | 9,448 | 8,455 |
| Tauranga | 7,193 | 6,407 |
| Dunedin | 5,742 | 5,361 |
| Whangarei | 4,716 | 4,221 |
| Palmerston North | 4,439 | 3,772 |
| Nelson | 3,426 | 3,167 |
| Napier | 3,198 | 2,925 |
| Rotorua | 3,032 | 2,732 |
| New Plymouth | 2,329 | 2,043 |
| Invercargill | 1,568 | 1,471 |
| Timaru | 1,516 | 1,419 |
| Region Unknown | 939 | 798 |
| Gisborne | 796 | 708 |
| Greymouth | 761 | 686 |
| Total | 134,069 | 119,694 |

Question 9 (SBCS)

The table below outlines the total amount of SBCS that has been applied for and the total amount that has been disbursed.

| Region | Loan amount applied for | Loan amount disbursed |
|------------------|-------------------------|-------------------------|
| Auckland | 899,403,383.00 | 803,945,218.00 |
| Christchurch | 246,032,733.00 | 224,119,344.00 |
| Wellington | 186,674,829.00 | 168,242,129.00 |
| Hamilton | 152,492,215.00 | 138,358,186.00 |
| Tauranga | 111,979,717.00 | 100,806,100.00 |
| Dunedin | 95,371,290.00 | 89,450,890.00 |
| Whangarei | 71,873,955.00 | 65,500,066.00 |
| Palmerston North | 71,419,699.00 | 62,859,095.00 |
| Nelson | 56,415,031.00 | 52,413,331.00 |
| Napier | 52,868,900.00 | 48,804,300.00 |
| Rotorua | 48,882,650.00 | 44,849,600.00 |
| New Plymouth | 38,154,605.00 | 34,288,080.00 |
| Timaru | 26,663,300.00 | 25,108,400.00 |
| Invercargill | 26,655,300.00 | 25,331,900.00 |
| Region Unknown | 13,756,490.00 | 11,829,700.00 |
| Greymouth | 12,508,407.00 | 11,280,007.00 |
| Gisborne | 12,290,100.00 | 11,113,400.00 |
| Total | 2,123,442,604.00 | 1,921,299,746.00 |

Question 10 (SBCS)

The table below shows the average amount of SBCS that has been applied for by region, and the average amount disbursed.

| Region | Average | |
|------------------|-------------------------|-----------------------|
| | Loan amount applied for | Loan amount disbursed |
| Auckland | 30,730.37 | 31,156.01 |
| Christchurch | 16,350.95 | 16,483.00 |
| Wellington | 16,140.16 | 16,364.07 |
| Hamilton | 15,845.41 | 16,072.04 |
| Tauranga | 15,567.87 | 15,733.74 |
| Dunedin | 16,609.42 | 16,685.49 |
| Whangarei | 16,089.14 | 16,664.66 |
| Palmerston North | 15,240.45 | 15,517.67 |
| Nelson | 16,466.73 | 16,549.84 |
| Napier | 16,531.86 | 16,685.23 |
| Rotorua | 16,122.25 | 16,416.40 |
| New Plymouth | 16,382.40 | 16,783.20 |
| Timaru | 17,582.65 | 17,851.94 |
| Invercargill | 17,004.66 | 17,068.93 |
| Region Unknown | 14,650.15 | 14,824.19 |
| Greymouth | 16,149.93 | 16,200.29 |
| Gisborne | 15,714.08 | 15,932.21 |
| National | 15,838.43 | 16,051.76 |

Question 11 (SBCS)

The table below shows the businesses that have repaid their SBCS loan entirely, as well as the amount that has been repaid. This data also includes around 200 customers who decided to cancel their loan application after it had been approved. A reversal was made on their account prior to any payments being disbursed.

| Region | Number of customers | Amount repaid |
|------------------|---------------------|--------------------|
| Auckland | 3,673 | 60,901,057.31 |
| Christchurch | 929 | 16,524,323.31 |
| Wellington | 876 | 14,663,577.05 |
| Hamilton | 660 | 11,212,275.82 |
| Tauranga | 510 | 8,348,252.48 |
| Dunedin | 419 | 7,172,870.68 |
| Palmerston North | 304 | 5,652,420.51 |
| Whangarei | 301 | 5,034,836.49 |
| Rotorua | 252 | 4,146,710.33 |
| Nelson | 240 | 4,039,379.29 |
| Napier | 226 | 4,252,187.79 |
| New Plymouth | 163 | 2,886,957.97 |
| Timaru | 117 | 2,285,400.00 |
| Invercargill | 103 | 1,840,414.71 |
| Greymouth | 53 | 796,600.00 |
| Region unknown | 50 | 802,989.19 |
| Gisborne | 49 | 818,500.00 |
| Total | 8,925 | 151,378,753 |

Question 12 (SBCS)

The table below outlines the number of businesses who have made at least one or more payments towards their loan (with an outstanding balance still remaining), and the amount that has been repaid.

| Region | Number of customers | Amount repaid |
|------------------|---------------------|-------------------|
| Auckland | 5,002 | 23,849,226.70 |
| Christchurch | 1,402 | 7,162,884.50 |
| Wellington | 1,375 | 7,178,507.50 |
| Hamilton | 973 | 5,217,079.24 |
| Tauranga | 798 | 3,913,783.49 |
| Whangarei | 572 | 2,684,683.31 |
| Dunedin | 565 | 3,012,196.40 |
| Palmerston North | 490 | 2,844,868.00 |
| Rotorua | 364 | 2,029,051.29 |
| Napier | 347 | 2,078,256.43 |
| Nelson | 337 | 1,765,697.77 |
| New Plymouth | 279 | 1,669,583.45 |
| Invercargill | 186 | 900,623.18 |
| Timaru | 157 | 882,902.54 |
| Gisborne | 105 | 679,948.61 |
| Greymouth | 77 | 387,432.65 |
| Region unknown | 75 | 301,238.05 |
| Total | 13,104 | 66,557,963 |

Question 13 and 14 (SBCS)

The table below outlines the percentage of loans granted in the first month that have been repaid in full, as well as a percentage of all loans repaid in full. This has been broken down into the percentage by customer count, and loan amount.

| Region | Percentage of loans granted in the first month fully repaid | | Percentage of all loans fully repaid | |
|------------------|---|----------------|--------------------------------------|----------------|
| | By customer count | By loan amount | By customer count | By loan amount |
| Auckland | 9% | 9% | 7% | 8% |
| Christchurch | 8% | 9% | 7% | 7% |
| Wellington | 9% | 10% | 8% | 9% |
| Hamilton | 9% | 9% | 8% | 8% |
| Tauranga | 10% | 11% | 8% | 8% |
| Dunedin | 9% | 10% | 8% | 8% |
| Whangarei | 9% | 9% | 7% | 8% |
| Palmerston North | 9% | 11% | 8% | 9% |
| Nelson | 9% | 9% | 8% | 8% |
| Napier | 8% | 9% | 8% | 9% |
| Rotorua | 11% | 11% | 9% | 9% |
| New Plymouth | 10% | 10% | 8% | 8% |
| Invercargill | 8% | 8% | 7% | 7% |
| Timaru | 10% | 10% | 8% | 9% |
| Region unknown | 7% | 9% | 6% | 7% |
| Greymouth | 8% | 8% | 7% | 7% |
| Gisborne | 9% | 9% | 8% | 7% |
| National | 9% | 9% | 7% | 8% |

Question 15 (SBCS)

As mentioned above, Inland Revenue conducts eligibility and integrity checks across all applications as they are received. Integrity checks are also completed after payments have been made.

The table below outlines the total amount of SBCS applications that have been declined as the applicants were not eligible for the loan.

| Region | Number of applications | Loan amount applied for |
|------------------|------------------------|-------------------------|
| Auckland | 6,467 | \$89,488,265.00 |
| Christchurch | 1,417 | \$21,424,989.00 |
| Wellington | 1,276 | \$17,900,300.00 |
| Hamilton | 961 | \$13,697,429.00 |
| Tauranga | 768 | \$10,874,417.00 |
| Palmerston North | 635 | \$8,177,404.00 |
| Whangarei | 483 | \$6,228,689.00 |
| Dunedin | 365 | \$5,677,200.00 |
| Rotorua | 288 | \$3,886,050.00 |
| New Plymouth | 279 | \$3,753,325.00 |
| Napier | 268 | \$3,955,200.00 |
| Nelson | 251 | \$3,905,500.00 |

| | | |
|----------------|---------------|--------------------|
| Region unknown | 137 | \$1,886,390.00 |
| Invercargill | 95 | \$1,296,200.00 |
| Timaru | 93 | \$1,493,300.00 |
| Greymouth | 83 | \$1,097,900.00 |
| Gisborne | 73 | \$1,179,600.00 |
| Total | 13,939 | 195,922,158 |

Question 16 (SBCS)

Inland Revenue is aware some customers are concerned they will be unable to repay the SBCS Loan. I encourage those customers to contact us to discuss the repayment options available.

To quantify the number of discussions Inland Revenue has had specifically relating to the SBCS loan, a manual review would be required to call notes and web messages for thousands of contacts to Inland Revenue. Customers can interact with Inland Revenue through a range of channels, such as inbound and outbound phone calls or written correspondence, and interactions may relate to multiple topics or entities within the single engagement. In many instances, a customer will contact Inland Revenue for an unrelated query, and the loan is discussed at the same time.

I have decided to refuse this part of your request under section 18(f) of the OIA as the information requested cannot be made available without substantial collation.

I have considered whether charging or extending the timeframe for responding to your request would help, as required by section 18A of the OIA, however, I do not consider either of these options would enable this information to be provided.

Questions 17 and 18 (SBCS)

The amount initially available through the SBCS was \$2,189.775 million. There is \$273.826 million still available to be loaned through the SBCS.

Questions 19, 20 and 26 (RSP and Transition Payment)

The amount initially available for the RSP scheme was \$3,356.926 million. There is \$441.054 million still available to be paid.

The amount available for the Transition Payment came from the same appropriation of funds available in the RSP package.

Question 21 and 27 (RSP and Transition Payment)

The RSP and Transition payments were not a loan but a grant. Provided the correct declarations were provided and applicants met the eligibility criteria, applicants are not required to repay the RSP (including the Transition Payment). Where an applicant was ineligible, for example in the case of a fraudulent application, the funds would need to be repaid in accordance with the RSP terms.

Question 22 (RSP)

The table on the following page outlines the number of applications received for the RSP activations. While the Transition Payment was included as an RSP activation above, Transition Payment data has been provided separately from this table in the answer to Question 28.

| Region | Number of applications | Amount requested |
|------------------|------------------------|------------------------|
| Auckland | 498,223 | \$1,633,819,243.00 |
| Christchurch | 55,397 | \$182,146,662.00 |
| Dunedin | 26,182 | \$91,679,161.00 |
| Gisborne | 2,597 | \$8,553,584.00 |
| Greymouth | 3,350 | \$10,608,196.00 |
| Hamilton | 57,707 | \$192,223,802.00 |
| Invercargill | 5,793 | \$20,126,917.00 |
| Napier | 12,083 | \$40,299,632.00 |
| Nelson | 13,945 | \$44,739,356.00 |
| New Plymouth | 8,387 | \$28,728,172.00 |
| Region Unknown | 6,632 | \$26,543,121.00 |
| Palmerston North | 15,428 | \$49,967,545.00 |
| Rotorua | 14,818 | \$52,058,001.00 |
| Tauranga | 30,317 | \$94,566,131.00 |
| Timaru | 5,369 | \$18,396,949.00 |
| Wellington | 49,152 | \$157,073,962.00 |
| Whangarei | 24,667 | \$76,980,387.00 |
| Total | 830,047 | \$2,728,510,821 |

Question 23 (RSP)

The table below outlines the number of RSP applications which were refused, as the businesses were not eligible for the RSP.

| Region | Number of applications | Amount requested |
|------------------|------------------------|--------------------|
| Auckland | 28,207 | \$69,170,786.00 |
| Christchurch | 3,701 | \$9,136,361.00 |
| Dunedin | 1,319 | \$3,311,181.00 |
| Gisborne | 179 | \$543,921.00 |
| Greymouth | 188 | \$459,993.00 |
| Hamilton | 3,061 | \$7,608,582.00 |
| Invercargill | 290 | \$694,899.00 |
| Napier | 726 | \$1,811,157.00 |
| Nelson | 847 | \$2,084,375.00 |
| New Plymouth | 482 | \$1,134,203.00 |
| Region Unknown | 412 | \$1,102,285.00 |
| Palmerston North | 1,134 | \$2,744,071.00 |
| Rotorua | 945 | \$2,412,978.00 |
| Tauranga | 2,018 | \$5,028,501.00 |
| Timaru | 275 | \$696,042.00 |
| Wellington | 3,374 | \$8,367,427.00 |
| Whangarei | 1,395 | \$3,547,830.00 |
| Total | 48,553 | 119,854,592 |

Question 24 (RSP)

The most common reason for refusal of the RSP was that the requested information was not provided.

The top 5 reasons for refusal are outlined below:

- Requested information not provided
- Applied under incorrect entity
- Minimum revenue drop percentage was not met
- Did not meet minimum operating length
- Incorrect/false information

Question 25 (RSP)

The table below outlines the number of applications approved and the total amount paid out through this scheme to date.

| Region | Number of applications | Amount disbursed |
|------------------|------------------------|----------------------|
| Auckland | 467,174 | \$1,558,279,487.00 |
| Hamilton | 54,397 | \$184,078,745.00 |
| Christchurch | 51,360 | \$172,253,649.00 |
| Wellington | 45,425 | \$147,994,001.00 |
| Tauranga | 28,176 | \$89,201,314.00 |
| Dunedin | 24,775 | \$88,206,421.00 |
| Whangarei | 23,237 | \$73,331,371.00 |
| Palmerston North | 14,209 | \$47,019,258.00 |
| Rotorua | 13,804 | \$49,488,503.00 |
| Nelson | 13,045 | \$42,552,191.00 |
| Napier | 11,271 | \$38,243,067.00 |
| New Plymouth | 7,864 | \$27,500,822.00 |
| Region Unknown | 6,175 | \$25,263,140.00 |
| Invercargill | 5,485 | \$19,398,709.00 |
| Timaru | 5,074 | \$17,663,922.00 |
| Greymouth | 3,162 | \$10,153,087.00 |
| Gisborne | 2,406 | \$7,983,073.00 |
| Total | 777,039 | 2,598,610,760 |

Question 28 (Transition Payment)

The table below outlines the total number of Transition Payment applications and the amount requested to date.

| Region | Number of applications | Amount requested |
|--------------|------------------------|------------------|
| Auckland | 44,889 | \$227,065,687 |
| Christchurch | 3,121 | \$15,586,879.00 |
| Dunedin | 1,570 | \$8,451,613.00 |
| Gisborne | 126 | \$632,590.00 |
| Greymouth | 224 | \$1,102,744.00 |
| Hamilton | 4,642 | \$23,566,261.00 |
| Invercargill | 282 | \$1,532,102.00 |
| Napier | 518 | \$2,670,158.00 |
| Nelson | 654 | \$3,306,135.00 |
| New Plymouth | 374 | \$1,888,224.00 |

| | | |
|------------------|---------------|--------------------|
| Region Unknown | 568 | \$3,194,940.00 |
| Palmerston North | 757 | \$3,752,955.00 |
| Rotorua | 1,042 | \$5,585,934.00 |
| Tauranga | 1,623 | \$8,249,434.00 |
| Timaru | 251 | \$1,286,593.00 |
| Wellington | 2,957 | \$14,615,492.00 |
| Whangarei | 2,037 | \$10,383,776.00 |
| Total | 65,635 | 332,871,517 |

Question 29 (Transition Payment)

The table below outlines the number of Transition Payment applications that were refused. These are businesses that were not eligible for the Transition Payment.

| Region | Number of applications | Amount requested |
|------------------|------------------------|------------------|
| Auckland | 1,281 | \$5,572,424.00 |
| Christchurch | 147 | \$617,693.00 |
| Dunedin | 58 | \$289,278.00 |
| Gisborne | 13 | \$66,320.00 |
| Greymouth | 7 | \$28,994.00 |
| Hamilton | 144 | \$636,123.00 |
| Invercargill | 20 | \$76,657.00 |
| Napier | 26 | \$122,818.00 |
| Nelson | 28 | \$142,504.00 |
| New Plymouth | 22 | \$90,057.00 |
| Region Unknown | 11 | \$51,144.00 |
| Palmerston North | 45 | \$176,663.00 |
| Rotorua | 46 | \$198,933.00 |
| Tauranga | 75 | \$374,176.00 |
| Timaru | 13 | \$53,896.00 |
| Wellington | 159 | \$692,911.00 |
| Whangarei | 72 | \$316,727.00 |
| Total | 2,167 | 9,507,318 |

Question 30 (Transition Payment)

The most common reason for refusal was that the requested information was not provided.

The top 5 reasons for refusal are outlined below:

- Requested information not provided
- Minimum revenue drop percentage was not met
- Applied under incorrect entity
- Incorrect/false information
- Did not meet minimum operating length

Question 31 (Transition Payment)

The table below outlines the number of applications approved and the amount paid out through this scheme to date.

| Region | Number of Applications | Amount Requested |
|------------------|------------------------|--------------------|
| Auckland | 43,457 | \$220,779,690.00 |
| Hamilton | 4,485 | \$22,861,631.00 |
| Christchurch | 2,955 | \$14,878,464.00 |
| Wellington | 2,779 | \$13,824,123.00 |
| Whangarei | 1,952 | \$9,999,610.00 |
| Tauranga | 1,538 | \$7,835,182.00 |
| Dunedin | 1,509 | \$8,153,504.00 |
| Rotorua | 995 | \$5,382,603.00 |
| Palmerston North | 704 | \$3,540,477.00 |
| Nelson | 624 | \$3,153,231.00 |
| Region Unknown | 554 | \$3,126,996.00 |
| Napier | 489 | \$2,533,740.00 |
| New Plymouth | 347 | \$1,768,967.00 |
| Invercargill | 262 | \$1,455,445.00 |
| Timaru | 237 | \$1,228,569.00 |
| Greymouth | 217 | \$1,073,975.00 |
| Gisborne | 113 | \$566,270.00 |
| Total | 63,217 | 322,162,477 |

Right of Review

If you disagree with my decision on your request, you can ask an Inland Revenue review officer to review my decision. To ask for an internal review, please email the Commissioner of Inland Revenue at: CommissionersCorrespondence@ird.govt.nz.

Alternatively, under section 28(3) of the OIA, you have the right to ask the Ombudsman to investigate and review my decision. You can contact the office of the Ombudsman by email at: info@ombudsman.parliament.nz.

Finally, please note that, Inland Revenue regularly publishes, on its website, responses to requests that may be of interest to the wider public. Your personal details or any information that would identify, you will be removed prior to it being published.

Thank you again for your request. I trust that the information provided is of assistance to you.

Yours sincerely



Sharyn Rea
Segment Management Lead
Small and Medium Enterprises

**Small Business Cashflow (Loan) Scheme
Loan Terms and Conditions
as at 16 December 2020**

1 Introduction

- 1.1 These are the terms and conditions applying to loans made under the Small Business Cashflow (Loan) Scheme ("**these Terms**"). Additional definitions used in these Terms are set out below.
- 1.2 Your Loan Contract (which is made up of these Terms and your Application) is a "loan contract" for the purposes of section 7AA of the Act and will be binding on you and us when your Application is completed by you or on your behalf and we notify you that your Application is accepted.
- 1.3 You agree and confirm that:
- (a) by your Application being completed and submitted to us online, in other electronic form or in any other manner specified or permitted by us from time to time, you have entered into and intend to be bound by your Loan Contract; and
 - (b) any declarations, representations and statements that have been indicated as agreed or confirmed in your Application (whether by ticking a checkbox or otherwise) are to be treated as declarations, representations and statements made by you.
- 1.4 Your Loan Contract will be terminated when you have repaid all amounts owing to us under your Loan Contract.

2 Definitions and interpretation

2.1 In these Terms:

"**we**", "**us**", "**our**" and related terms means the Crown acting by and through the Commissioner of Inland Revenue.

"**you**" and "**your**" mean the borrower named in the Application. If you are a partnership, an unincorporated joint venture, the trustees of a trust or otherwise do not have separate legal personality, those terms (unless the context requires otherwise) also include each of your partners, joint venturers, trustees or members jointly and severally, and you are still bound by your Loan Contract despite any changes to your membership or formation, including by death, incapacity, or retirement of any partner, joint venture, trustee or member, the admission of any new partner, joint venture, trustee or member, or in any other way.

"**24 Month Date**" means the date falling two years (24 calendar months) after the date the Loan Amount is made available to you (subject to adjustment determined by us to fall on a working day, as notified to you).

"**Act**" means the Tax Administration Act 1994.

"**Application**" means an application for a loan under the Small Business Cashflow (Loan) Scheme, completed and submitted through our myIR online service or in such other manner as we may specify or permit from time to time.

"**Crown**" means Her Majesty the Queen in right of New Zealand.

"Default Interest Rate" means the sum of:

- (a) 3% per annum; and
- (b) the annual rate of interest equal to our use of money interest (UOMI) rate for underpayments of tax (being the taxpayer's paying rate (as defined in the Act) and currently available as the "debit rate" at <https://www.ird.govt.nz/managing-my-tax/penalties-and-interest/interest-on-overpayments-and-underpayments>).

"Event of Default" has the meaning given in clause 9.1.

"Final Repayment Date" means the date falling five years (60 calendar months) after the Loan Amount is made available to you (subject to adjustment determined by us to fall on a working day, as notified to you).

"Independent Trustee" means, if you are the trustee(s) of a trust, any such trustee that is a solicitor, accountant, professional adviser or other person acting in an independent role that is not a beneficiary or settlor of the trust (and whose relatives, spouse or partner, direct or indirect shareholders, directors or other members are not beneficiaries or settlors of the trust).

"Loan" means the loan made or to be made to you under your Loan Contract.

"Loan Amount" means the amount advanced or to be advanced to you under your Loan Contract, as set out in your Application.

"Loan Contract" means these Terms and your Application.

"Outstanding Amount" means, at any time, the principal amount of the Loan Amount outstanding for the time being (as reduced by any repayments that you make), together with all other money payable by you under your Loan Contract including all accrued interest (subject to clause 4.1, but including default interest).

"Repayment Period" means the period from the 24 Month Date to the Final Repayment Date.

"Small Business Cashflow (Loan) Scheme" means the Small Business Cashflow (Loan) Scheme established and administered by the Crown to provide loans to assist small-to-medium businesses in the circumstances arising from the continuing impact of COVID-19 related measures or circumstances.

"Wage Subsidy Scheme" means the wage subsidy scheme established by the Crown to support employers, including sole traders, significantly impacted by COVID-19 who face laying off staff or reducing hours.

2.2 In addition, in these Terms and unless the context requires otherwise:

- (a) headings and examples are for reference only;
- (b) the singular includes the plural and vice versa;
- (c) a reference to any document or agreement, including these Terms and your Loan Contract, includes that document or agreement as amended, assigned, novated, supplemented, restated or substituted from time to time, except to the extent prohibited by these Terms;

- (d) a reference to a time of day is a reference to New Zealand time;
- (e) a reference to any monetary amount is to New Zealand currency;
- (f) an Event of Default is continuing until it has been waived in writing by, or remedied to the satisfaction of, us;
- (g) a party to your Loan Contract or another agreement includes its successors and its permitted assignees and transferees;
- (h) any legislation includes a modification and re-enactment of, legislation enacted in substitution for, and a regulation, order-in-council and other instrument from time to time issued or made under, that legislation; and
- (i) a reference to **"in writing"** (or equivalent) includes provision by email or through online services operated by us (including the myIR online service).

3 **The Loan**

- 3.1 We will make the Loan available to you in the amount of the Loan Amount, on the terms and conditions set out in your Loan Contract.
- 3.2 You must use the proceeds of the Loan in accordance with the declarations, representations and statements made in your Application. In addition, if your Application was made prior to 16 December 2020, from 9 November 2020 you may use the proceeds of the Loan for capital costs that are intended to help your business adapt to the circumstances arising as a result of COVID-19 and such use will not be treated as constituting a breach of clause 8.1(g)(i) or an event of default under clause 9.1(c)(ii).
- 3.3 You are not entitled to the Loan unless:
 - (a) you have fully and accurately completed your Application, and provided (and not withdrawn) all declarations, representations, statements, consents and confirmations (and any other information, including evidence and other materials) requested from you in your Application;
 - (b) all declarations, representations, statements, consents and confirmations made (and any other information, including evidence and other materials, provided) by you or on your behalf in your Application are true and accurate and not misleading; and
 - (c) the amount of the Loan Amount has been accepted by you.
- 3.4 Subject to clause 3.3 above, the Loan Amount will be paid in a single lump sum advance to the bank account nominated in your Application.

4 **Interest**

- 4.1 You will not be charged any interest on your Loan if you repay the Loan Amount in full on or before the 24 Month Date, except that interest will still accrue from day to day and be charged in accordance with clause 4.2 from the date the Loan Amount is made available to you:
 - (a) if you do not repay the Loan Amount in full on or before the 24 Month Date;or

- (b) if you are required to repay the Loan Amount (or any Outstanding Amount) before the 24 Month Date in accordance with clause 9.2; or
- (c) at our discretion, if:
- (i) an Event of Default occurs or exists before the 24 Month Date and you do not promptly notify us in accordance with clause 8.1(e)(i); or
 - (ii) you have voluntarily repaid the Loan Amount in full before the 24 Month Date but, if you had not done so, we could have required you to repay the Loan Amount (or any Outstanding Amount) due to circumstances existing before such voluntary repayment.

4.2 Subject to clause 4.1, interest will accrue from day to day at the rate of 3% per annum on the outstanding principal amount of the Loan Amount and be charged to your account. Such interest will not compound or itself bear interest (except in accordance with clause 4.3) and will be calculated on the basis of the actual number of days elapsed and a year of 365 days (or 366 days in a leap year).

By way of example only:

- *if you repay the Loan Amount in full on or before the 24 Month Date then (subject to the exceptions in clauses 4.1(a) and (c) above) you will not be charged any interest.*
- *if you do not repay the Loan Amount in full on or before the 24 Month Date, then you will be charged interest for the entire period since the Loan Amount was made available to you.*

4.3 If any amount is not paid to us in full when due then you must, on demand by us, pay to us interest on the overdue amount from the due date for payment until the actual date of payment to us (both before and after judgment) at the Default Interest Rate.

5 **Repayment**

5.1 You must repay the Outstanding Amount to us on the Final Repayment Date.

5.2 During the Repayment Period, you must make regular instalment payments of principal and interest, as notified by us to you from time to time. Any such instalment payments will be calculated by us to spread the amount of the required repayments over the Repayment Period.

5.3 You may repay all or any part of the Outstanding Amount at any time before such amounts become due in accordance with your Loan Contract.

5.4 No amount that is repaid may be re-borrowed.

6 **Payments**

6.1 You must make all payments to us under your Loan Contract in New Zealand dollars in a manner notified by us to you or published on our website from time to time.

6.2 Any payment from you will be applied first towards payment of accrued interest (including default interest) and then towards repayment of principal amounts.

6.3 All payments to be made by you under your Loan Contract must be made:

- (a) without any set-off, counterclaim or condition; and
- (b) without any deduction or withholding for any tax or any other reason unless the withholding or deduction is required by law.

7 Your representations to us

7.1 You represent and warrant to us that:

- (a) all information (including declarations, representations, statements, consents, confirmations, evidence and other materials) provided by you or on your behalf in connection with your Loan Contract or the Wage Subsidy Scheme is true and accurate, and there are no facts or circumstances which have not been disclosed to us which would make that information untrue, inaccurate or misleading;
- (b) any person completing your Application on your behalf has authority to do so, and no action has been taken to remove any such person acting as trustee or general partner of a limited partnership (as applicable);
- (c) (if you are not a natural person) you are duly established, registered (to the extent applicable) and existing under the laws of New Zealand, and your board or committee or equivalent has been correctly and validly appointed;
- (d) (if you are a natural person) you have full mental capacity, are not a minor and are physically located and legally working in New Zealand (allowing for temporary absences);
- (e) no action has been taken for or with a view to:
 - (i) (if you are not a natural person) your dissolution, termination, disestablishment, deregistration, winding up or other end; or
 - (ii) (if you are a limited partnership) removing your general partner;
 - (iii) the appointment of a liquidator, statutory manager, administrator, receiver, bankruptcy official or similar officer in respect of you or any of your assets;
- (f) (if you are the trustee(s) of a trust) you have not lost, limited or prejudiced your right to be reimbursed from the trust property;
- (g) you have the power to enter into and perform your obligations under your Loan Contract, have taken all necessary action, to authorise that entry and performance, and hold all necessary authorisations and consents for that entry and performance;
- (h) your obligations under your Loan Contract are legal, valid, binding and enforceable against you;
- (i) your entry into, and the performance of your obligations, under your Loan Contract, do not and will not breach any agreement or instrument binding upon you or any of your assets (including any other loan agreement); and
- (j) no Event of Default is continuing or might reasonably be expected to result from the making of the Loan to you.

7.2 The representations made above are deemed to be repeated by you on the date we make the Loan Amount available to you and on each day there is any Outstanding Amount by reference to the facts and circumstances then existing.

8 Your undertakings to us

8.1 You undertake to us that, for so long as there is any Outstanding Amount, you will:

- (a) (if you are not a natural person) maintain your existence and (to the extent applicable) registration in New Zealand and will not relocate outside New Zealand;
- (b) (if you are a natural person) continue to be physically located and legally working in New Zealand (allowing for temporary absences);
- (c) promptly obtain, comply with and do everything needed to maintain any authorisations required to enable you to perform your obligations under your Loan Contract;
- (d) promptly supply us with such further information (including evidence and other materials) that we may reasonably request in connection with the Loan or for the purposes of your Loan Contract, including its administration or enforcement and for audit purposes (and you acknowledge that we may, at our discretion, also or instead exercise any powers we have under the Act to require such information, evidence and other materials);
- (e) promptly notify us if:
 - (i) any Event of Default occurs; or
 - (ii) you cease to carry on the business or organisation for which the Loan Amount was provided;
- (f) comply with all of your obligations under the Wage Subsidy Scheme (if applicable); and
- (g) comply with each declaration, statement and undertaking made in your Application including in relation to (without limitation):
 - (i) use of the Loan Amount (including restrictions as to application and distribution of proceeds); and
 - (ii) keeping of evidence, materials or other records, and provision to us for audit purposes (as required).

9 Events of Default and acceleration

9.1 Each of the events and circumstances set out in this clause is an "Event of Default":

- (a) you do not pay on the due date any amount payable under your Loan Contract in the manner in which it is expressed to be payable;
- (b) you breach or otherwise do not comply with any undertaking set out in clause **Error! Reference source not found.**8.1;
- (c) any declaration, representation, statement, consent or confirmation (or any other information, including evidence and other materials) made, deemed to

be made or provided by you or on your behalf in connection with your Loan Contract (including your Application) or the Wage Subsidy Scheme:

- (i) is untrue, inaccurate or misleading in any material respect on the date of your Loan Contract; or
 - (ii) becomes untrue, inaccurate or misleading in any material respect; or
- (d) you suspend making payments on any of your debts, or any action is taken for or with a view to:
- (i) (if you are not a natural person) your dissolution, termination, disestablishment, deregistration, winding up or other end; or
 - (ii) the appointment of a liquidator, statutory manager, administrator, receiver, bankruptcy official or similar officer in respect of you or any of your assets;
 - (iii) a rescheduling or moratorium of your indebtedness (or of any part which you will or might otherwise be unable to pay when due); or
 - (iv) a composition or general assignment with or for the benefit of your creditors; or
- (e) you cease to carry on the business or organisation for which the Loan Amount was provided; or
- (f) you, or all or substantially all of your assets for the business or organisation for which the Loan Amount was provided, are sold or transferred.

9.2 If an Event of Default specified in clause 9.1(c)(i) occurs then the Outstanding Amount shall be immediately due and payable without requirement for notice from us or any other formality. On and at any time after the occurrence of any other Event of Default, we may, by notice to you (and without prejudice to any other rights which we may have under any other document or at law):

- (a) declare the Outstanding Amount to be immediately due and payable, and at that point it shall become immediately due and payable; and
- (b) charge interest and/or default interest (as applicable) in accordance with clause 4.

10 **General**

10.1 **Notices:**

- (a) Any communication to be made under your Loan Contract must be made in writing and shall be:
 - (i) provided through the myIR online service or any other online service as we may designate from time to time; or
 - (ii) delivered or sent to the address or email address of the relevant party, and marked for the attention of the person or office holder, set out in your Application (in the case of communications from us to you) or for that purpose on our website (in the case of communications from you to us); or

- (iii) such other address or email address as that party may from time to time designate to the other).
- (b) Any communication to be made under or in connection with your Loan Contract shall be deemed to have been made:
 - (i) if delivered through any online service or by hand, upon delivery;
 - (ii) if sent by pre-paid post, 3 working days after posting; and
 - (iii) if sent by email, when actually received in the recipient's inbox in readable form.

10.2 **Amendment:** We may amend the terms of your Loan Contract (including by way of amending these Terms) from time to time by at least 30 days' notice to you.

10.3 **Independent trustees:** if you are the trustees of a trust, the liability of any Independent Trustee under your Loan Contract is limited to the trust property available to meet that liability. However, this limitation does not apply if the Independent Trustee loses its right to be indemnified out of the trust property, or diminishes the value of the trust property through its fraud or wilful breach of trust (in which case we can claim against the Independent Trustee personally to the extent we are unable to recover amounts due to us from the trust property).

10.4 **Privacy:**

- (a) We may collect personal information about you in order to assess, administer and enforce your Loan Contract (including to determine the maximum Loan Amount and for audit purposes). For these purposes we may obtain personal information about you from your Application, our own records, from other government departments and government agencies and (where reasonably necessary) from third party organisations.
- (b) We may share any information (including personal information) collected from your Application or otherwise obtained as described above with:
 - (i) other government departments and government agencies, including (without limitation) for statistical and audit purposes; and
 - (ii) with any debt recovery organisation or similar agency for the purposes of collection or enforcement, and with any credit reporting agency.
- (c) You agree that you consent to us taking such action and any such information (including personal information) being used for such purposes, as described in this clause 10.4. You have a right to access and correct any personal information about you under the Privacy Act 1993.

10.5 **Assignment:**

- (a) You are not permitted to assign or transfer any of your rights or obligations under your Loan Contract without our prior written consent.
- (b) We may (i) assign or transfer any of our rights, powers and obligations under your Loan Contract without your consent and (ii) disclose to any potential assignee or transferee such information (including personal information) about you and your Loan Contract as we consider appropriate. Any assignee or transferee may use such information for the purposes and the same manner as us.

10.6 **Evidence of indebtedness:** Our certificate as to any amount payable under your Loan Contract shall, except for manifest error, be conclusive.

10.7 **No waiver:** No failure on our part to exercise and no delay in exercising, any right under your Loan Contract operates as a waiver of that right, nor shall any single or partial exercise of any right under your Loan Contract prevent any other or further exercise thereof or the exercise of any other right. The remedies provided under your Loan Contract are cumulative and not exclusive of any remedies provided by law.

10.8 **Partial invalidity:** The illegality, invalidity or unenforceability of any provision of your Loan Contract shall not affect the legality, validity or enforceability of any other provision.

10.9 **Governing law:** Your Loan Contract is governed by New Zealand law. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of New Zealand.

10.10 **Offences:** We may take action against you or prosecute you for offences under the Crimes Act 1961 or the Act. You may be liable to pay penalties, fines or subject to imprisonment as a result. Such prosecution does not stop other legal actions being taken against you.

**COVID-19 Resurgence Support Payments Scheme
General Terms and Conditions for Grants
as at 1 July 2021**

1 Introduction

- 1.1 These are the general terms and conditions applying to grants made under the COVID-19 Resurgence Support Payments Scheme ("**these General Terms**"). Additional definitions used in these General Terms are set out below.
- 1.2 These General Terms form part of your "CRSP terms" for the purposes of section 7AAB of the Act and will be binding on you when your Application is completed by you or on your behalf and we notify you that your Application is accepted.
- 1.3 You agree and confirm that:
- (a) by your Application being completed and submitted to us online, in other electronic form or in any other manner specified or permitted by us from time to time, you agree to be bound by your CRSP Terms; and
 - (b) any declarations, representations and statements that have been indicated as agreed or confirmed in your Application (whether by ticking a checkbox or otherwise, and whether by you or on your behalf) are to be treated as declarations, representations and statements made by you.

2 Definitions and interpretation

- 2.1 In these General Terms:

"we", "us", "our" and related terms means the Crown acting by and through the Commissioner of Inland Revenue.

"you" and **"your"** mean the person listed in the Application. If a person listed in the application is a partnership, an unincorporated joint venture, the trustees of a trust or otherwise does not have separate legal personality, "you" and "your" (unless the context requires otherwise) also include each partner, joint venturer, trustee or member jointly and severally. You are still bound by your CRSP Terms despite any changes to your membership or formation, including by death, incapacity, or retirement of any partner, joint venture, trustee or member, the admission of any new partner, joint venture, trustee or member, or in any other way.

"your CRSP Terms" means your Application, these General Terms and all eligibility requirements and other terms forming "CRSP terms" as defined in section 7AAB of the Act.

"Act" means the Tax Administration Act 1994.

"Application" means an application for a grant under the COVID-19 Resurgence Support Payments Scheme (including each declaration, representation, statement, consent, confirmation and undertaking) completed and submitted through our myIR online service or in such other manner as we may specify or permit from time to time, and whether by you or by a Tax Agent or other person on your behalf.

"Crown" means Her Majesty the Queen in right of New Zealand.

"Grant" means a grant made or to be made to you under the Act and the COVID-19 Resurgence Support Payments Scheme.

"Independent Trustee" means, if you are the trustee(s) of a trust, any such trustee that is a solicitor, accountant, professional adviser or other person acting in an independent role that is not a beneficiary or settlor of the trust (and whose relatives, spouse or partner, direct or indirect shareholders, directors or other members are not beneficiaries or settlors of the trust).

"COVID-19 Resurgence Support Payments Scheme" means the COVID-19 Resurgence Support Payments Scheme established and administered by the Crown to provide support to businesses in the circumstances of a resurgence in New Zealand of COVID-19.

"Repayment Event" has the meaning given in clause 5.1.

"Tax Agent" means a "tax agent" as defined in the Act who completes and submits your Application on your behalf.

2.2 In addition, in these General Terms and unless the context requires otherwise:

- (a) headings and examples are for reference only;
- (b) the singular includes the plural and vice versa;
- (c) a reference to these General Terms and your CRSP Terms, includes in each case these General Terms and your CRSP Terms as amended, varied, or substituted from time to time;
- (d) a reference to a time of day is a reference to New Zealand time;
- (e) a reference to any monetary amount is to New Zealand currency;
- (f) a Repayment Event is continuing until it has been waived in writing by, or remedied to the satisfaction of, us;
- (g) any legislation includes a modification and re-enactment of, legislation enacted in substitution for, and a regulation, order-in-council and other instrument from time to time issued or made under, that legislation; and
- (h) a reference to **"in writing"** (or equivalent) includes provision by email or through online services operated by us (including the myIR online service).

3 The Grant

3.1 We will make a Grant to you in the amount set out in your Application, subject to your CRSP Terms. The Grant will be paid in a single lump sum advance to the bank account nominated in your Application.

3.2 You must use the Grant in accordance with the declarations, representations, statements and undertakings made in your Application.

3.3 You are not entitled to a Grant unless:

- (a) you have fully and accurately completed your Application, and provided (and not withdrawn) all declarations, representations, statements, consents, confirmations and undertakings (and any other information,

including evidence and other materials) requested from you in connection with your Application, including from any Tax Agent; and

- (b) all declarations, representations, statements, consents and confirmations made (and any other information, including evidence and other materials, provided) by you or on your behalf in your Application are true and accurate and not misleading; and
- (c) the requirements of section 7AAB of the Act are otherwise satisfied in relation to the Grant.

4 Your undertakings to us

4.1 You undertake to us that you will:

- (a) promptly obtain, comply with and do everything needed to maintain any authorisations required to enable you to submit your Application and comply with your CRSP Terms;
- (b) promptly supply us with such further information (including evidence and other materials) that we may reasonably request in connection with the Grant or for the purposes of your CRSP Terms, including its administration or enforcement and for audit purposes (and you acknowledge that we may, at our discretion, also or instead exercise any powers we have under the Act to require such information, evidence and other materials);
- (c) promptly notify us if any Repayment Event occurs;
- (d) comply with each declaration, statement and undertaking made in your Application including in relation to (without limitation):
 - (i) use of the Grant (including restrictions as to application and distribution of proceeds); and
 - (ii) keeping of evidence, materials or other records, and provision to us for audit purposes (as required).
- (e) If you are a partnership, an unincorporated joint venture, the trustees of a trust or otherwise do not have separate legal personality, you are required to ensure that each partner, joint venturer, trustee or member (including any person who becomes a partner, joint venturer, trustee or member after the date of your Application) is jointly and severally bound by your CRSP Terms.

5 Repayment Event

5.1 Each of the events and circumstances set out in this clause is a **"Repayment Event"**:

- (a) you breach or otherwise do not comply with any requirement in s 7AAB of the Act;
- (b) you breach or otherwise do not comply with any undertaking set out in clause 4.1;

- (c) any declaration, representation, statement, consent or confirmation (or any other information, including evidence and other materials) made, deemed to be made or provided by you or on your behalf or by any Tax Agent in or connection with your CRSP Terms (including your Application) is untrue, inaccurate or misleading in any material respect when your Application is made or on the date the Grant is made to you.
- 5.2 If a Repayment Event occurs then, without prejudice to any other rights which we may have under any other document or at law and without requirement for notice from us or any other formality:
- (a) the Grant will be immediately repayable in full by you to us; and
 - (b) interest in accordance with clause 5.3 will immediately become payable by you to us.
- 5.3 Interest payable under clause 5.2 will not compound or itself bear interest, will be calculated by us and will accrue:
- (a) at an annual rate equal to our use of money interest (UOMI) rate for underpayments of tax (being the taxpayer's paying rate (as defined in the Act) and currently available as the "debit rate" at <https://www.ird.govt.nz/managing-my-tax/penalties-and-interest/interest-on-overpayments-and-underpayments>);
 - (b) from the date the Grant was first made available to you until the actual date of repayment of the Grant in full to us (both before and after judgment); and
 - (c) from day to day on the amount of the Grant (as reduced by any repayments of the Grant in accordance with this clause 5);
 - (d) on the basis of the actual number of days elapsed and a year of 365 days (or 366 days in a leap year).
- 5.4 If you are required to make payment under this clause 5, that payment must be made:
- (a) in New Zealand dollars in such manner notified by us to you or published on our website from time to time (if applicable);
 - (b) without any set-off, counterclaim or condition, and without any deduction or withholding for any tax or any other reason.
- 5.5 Any payment from you under this clause 5 will be applied first towards payment of accrued default interest and then towards repayment of the Grant.

6 General

6.1 Notices:

- (a) Any communication to be made under your CRSP Terms must be made in writing and shall be:
 - (i) provided through the myIR online service or any other online service as we may designate from time to time; or

- (ii) delivered or sent to the address or email address of the relevant party, and marked for the attention of the person or office holder, set out in your Application (in the case of communications from us to you) or for that purpose on our website (in the case of communications from you to us); or
 - (iii) such other address or email address as that party may from time to time designate to the other.
 - (b) Any communication to be made under or in connection with your CRSP Terms shall be deemed to have been made:
 - (i) if delivered through any online service or by hand, upon delivery;
 - (ii) if sent by pre-paid post, 3 working days after posting; and
 - (iii) if sent by email, when actually received in the recipient's inbox in readable form.
- 6.2 **Amendment:** We may change your CRSP Terms (including by way of amending these General Terms) from time to time by at least 30 days' notice to you.
- 6.3 **Independent trustees:** if you are the trustees of a trust, the liability of any Independent Trustee under your CRSP Terms is limited to the trust property available to meet that liability. However, this limitation does not apply if the Independent Trustee loses its right to be indemnified out of the trust property, or diminishes the value of the trust property through its fraud or wilful breach of trust (in which case we can claim against the Independent Trustee personally to the extent we are unable to recover amounts due to us from the trust property).
- 6.4 **Publication of information:** You acknowledge that your name, the amount of the Grant and the period of the alert level escalation for which you received the Grant may be published on a publicly available website administered by Inland Revenue. You have a right to access and correct any personal information about you under the Privacy Act 2020.
- 6.5 **Governing law:** Your CRSP Terms are governed by New Zealand law. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of New Zealand.
- 6.6 **Offences:** We may take action against you or prosecute you for offences under the Crimes Act 1961 or the Act. You may be liable to pay penalties, fines or subject to imprisonment as a result. Such prosecution does not stop other legal actions being taken against you.