

Wheelchair Accessible Taxi Vehicle Subsidy Scheme Guidelines

The Wheelchair Accessible Taxi (WAT) Vehicle Subsidy Scheme is administered by the Taxi Services Commission (TSC). This scheme is part of an ongoing commitment to expand and maintain the accessibility of WAT services in urban and large regional, regional and country Victoria. The scheme subsidises the purchase costs of a WAT, to make it a similar cost to a conventional taxi.

To apply for a subsidy, applicants are required to complete the Application for a *Wheelchair Accessible Taxi Vehicle Subsidy* form. If your application is approved, then you will be required to enter into a WAT Subsidy Agreement. The subsidy will ordinarily be paid after the vehicle is licensed for operation as a WAT under the relevant urban and large regional, regional or country taxi licence.

These guidelines include:

- Section A** About the scheme
- Section B** Instructions on how to apply
- Section C** Schedule of subsidy payment
- Section D** Subsidy agreement pro-forma

Please note: These guidelines only provide a summary of the rights and obligations that apply under the WAT Subsidy Agreement. Applicants should read the WAT Subsidy Agreement carefully and obtain independent legal, taxation and financial advice if necessary.

Wheelchair Accessible Taxi Vehicle Subsidy Scheme Guidelines

Section A: About the scheme

The TSC will consider each application on its merits, ensuring that the application meets all the criteria. Applicants are required to provide the TSC with a completed application form and any relevant supporting documentation. The TSC may also request additional information when processing your application. For approved applicants, the TSC will provide a subsidy as per Section C.

Assessment

The TSC will notify you in writing of its decision within 20 business days of receiving a completed and valid application.

If a suitable vehicle is sourced whilst your application is under consideration, the TSC recommends that you place a refundable holding deposit on the vehicle until you have confirmation from the TSC that your application has been approved. You should wait until the TSC has approved your application before finalising the purchase of a Wheelchair Accessible Taxi (WAT) vehicle.

The TSC will consider the merits of individual applications before any subsidy is approved.

Converting an existing taxi vehicle to a WAT

The TSC will consider applications to cover the conversion cost of a suitable existing taxi vehicle to a WAT where that taxi is already owned by the applicant. The same criteria will apply, but any subsidy is limited to the conversion cost only, with no retrospective payment in respect of the base vehicle. Funding in these cases will not be available where the vehicle is more than five years old.

Used vehicles

The subsidy is available to vehicles which are less than five years old at the time the subsidy is paid. Vehicle age will be calculated from the build date, as shown on the manufacturer's compliance plate.

New vehicles

If you are purchasing a new vehicle, and you wish to maximise the subsidy, you should ensure that the build date is very recent. That is, ensure that the vehicle is less than six months old at the time it is licensed as a WAT, has been converted and all other conditions satisfied.

Granting of a subsidy

If your application is approved, you will be required to enter into a WAT Subsidy Agreement with the TSC. The WAT Subsidy Agreement will be a legally binding contract between you and the TSC. You should seek independent legal advice before applying so you fully understand the terms and conditions of the WAT Subsidy Agreement.

Once your application is approved, you will need to present a vehicle for licensing as a WAT, and satisfy all other requirements within six months of approval in order to remain eligible for the subsidy. The TSC may agree in writing to an extension in some cases.

For approved applicants, the TSC will provide a subsidy to equalise the difference between the cost of a conventional taxi and a WAT, including conversion costs, up to a maximum subsidy of \$44,000 (including GST) on a progressively reducing scale. The amount of subsidy paid will depend on the age of the vehicle at the time the subsidy is paid, up to a maximum vehicle age of five years. The amount of subsidy that will be paid is also based on whether the vehicle requires conversion or is pre-converted and whether at the time of purchase it is, or has previously been, a taxi. Refer to Section C.

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Vehicle dealer

There is no specific requirement to purchase the vehicle from a particular dealer. It is important that you purchase the correct type of vehicle that fits the formal specifications of a WAT vehicle. For further information on WAT vehicle specifications, please refer to the *Wheelchair Accessible Taxis (WAT) Registration Procedures (December 2010)* available on the TSC website.

Payment

The subsidy is paid as a lump sum at the time the WAT vehicle is licensed to operate and all documentation has been provided.

You may require short-term bridging finance to cover the cost of the purchase before you receive the subsidy from the TSC. You should seek your own independent financial advice in this regard.

If a base vehicle is purchased and requires conversion to meet WAT specifications, then payment of the subsidy will occur at the time the vehicle commences service as a WAT, not when the initial base vehicle is purchased.

The TSC will pay the subsidy when it sights and/or receives (as appropriate) original or certified copies of the following documentation:

- a Licensed Taxi Tester inspection report to confirm compliance with *Wheelchair Accessible Taxis (WAT) Registration Procedures (December 2010)*
- an engineering certificate for WAT conversion
- evidence of comprehensive insurance cover on the vehicle
- proof of vehicle ownership
- a valid tax invoice for the vehicle and separate tax invoice for the conversion if this has been undertaken and paid separately, and
- a valid invoice made out to the Taxi Services Commission to claim the subsidy payment.

A certified copy means a document that has been certified as a true copy of an original by a person listed in section 107A of the *Evidence (Miscellaneous Provisions) Act 1958*. These persons include a member of the police force, a legal practitioner, medical practitioner and a pharmacist.

The subsidy will be either credited to the bank account nominated on your application, or provided to you by cheque, if requested.

The subsidy may only be used for the purchase of a WAT vehicle, or the purchase and conversion of a vehicle to a WAT.

Successful applicants may not use the subsidy to purchase other things, and the subsidy does not cover on-going operating costs.

The WAT operator will be responsible for all ongoing costs and fees associated with the purchase and licensing of the vehicle, including, but not limited to, taxi livery, taxi equipment, stamp duty, vehicle inspection, vehicle registration, Transport Accident Commission (TAC) fees and insurances and repayment of the unexpired subsidy (if applicable).

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Vehicle standards

Vehicle standards apply to licensing a WAT vehicle and you will be required to provide confirmation of compliance with the *Wheelchair Accessible Taxis (WAT) Registration Procedures* (December 2010). Taxis used for the carriage of people in wheelchairs are also subject to these Standards Australia specifications:

- AS 2942 *Wheelchair Occupant Restraint Assemblies*, and
- AS 3856 *Hoists and Ramps for People with Disabilities – Vehicle Mounted*.

All WAT vehicles must comply with these standards and you will be required to provide evidence of compliance to the TSC before the subsidy is paid.

WAT training

All new drivers of WAT vehicles in Victoria are required to satisfactorily complete the required WAT training (existing drivers with less than five years' accreditation are not required to undergo WAT training/assessment again).

For drivers of WAT vehicles in the Melbourne metropolitan zone this means that they must satisfactorily complete the relevant modules of The Knowledge; this requires completion of the computer-based WAT theory module and then the WAT practical module as a part of the Knowledge test.

For drivers of WAT vehicles in the urban and large regional, regional and country zones this means providing proof of competency against the capabilities outlined in 'Provide wheelchair accessible taxi services to passengers with disabilities TLIC4009A' unit of the *Certificate II in Driving Operations (Taxi)*. Drivers of WAT vehicles in the urban and large regional zones may choose to complete the relevant training in either the metropolitan Melbourne centre or with an approved regional or country assessor.

Further information about WAT assessment and training can be found at <http://taxi.vic.gov.au/drivers/taxi-drivers/commercial-passenger-vehicle-and-bus-driver-accreditation/wat-practical-assessment>

Ongoing information

There are no mandatory reporting requirements, however, the TSC may require you to provide general information about the operation of your WAT from time to time.

Vehicle insurance

The subsidy will not be paid until a comprehensive insurance policy has been purchased on the WAT vehicle. Evidence of insurance cover is required to be provided to the TSC prior to receipt of the subsidy.

You will be required to maintain continuous comprehensive insurance over the WAT vehicle for the term of the subsidy period.

Use of the vehicle for something other than its intended use

You must operate the WAT vehicle in a manner that ensures priority is given to bookings by people in wheelchairs. Beyond this you may use the vehicle as a conventional taxi to maintain utilisation.

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Repayment of unexpired subsidy

At any point in time, the subsidy relating to the remaining term (as per the WAT Subsidy Agreement) is referred to as the 'unexpired subsidy'. In some circumstances, the operator may be required to repay the unexpired subsidy to the TSC.

Based on a pro-rata balance, the unexpired subsidy would become payable to the TSC in any of the following circumstances:

- the WAT is used in a manner that does not give priority to people in wheelchairs
- the WAT is not used for any substantial period, irrespective of the reason for failing to do so (including but not limited to the vehicle being 'written off')
- the sale of the WAT
- the sale of the taxi business or licence, or
- the termination or non-renewal of an 'as of right' licence or licence assignment where the subsidy was provided to the WAT operator.

The amounts of the unexpired subsidy that may become payable to the TSC are specified in Tables 2, 3 and 4 in Section C.

For example, if you were provided with a subsidy for a vehicle purchase, and the initial subsidy paid to you was \$44,000 (including GST), and you sell the vehicle or your business between two and three years later, then you are required to reimburse the TSC for the unexpired subsidy of \$15,092 including GST.

In all cases, once the unexpired subsidy falls to less than \$10,000 you are no longer required to reimburse the TSC. It is on this date that the terms of the subsidy agreement with the TSC cease.

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SECTION B

Section B: Instructions on how to apply

Applicants are required to complete the *Application for a Wheelchair Accessible Taxi Vehicle Subsidy* form and attach all supporting documentation.

These guidelines will assist prospective applicants to understand the process for determining subsidy applications.

The TSC recognises that there may be other circumstances that warrant special consideration and these operators are encouraged to discuss their individual needs and proposals with the TSC.

You will not be eligible for the subsidy if you:

- have been granted a subsidy within the previous two years (unless there are exceptional circumstances that the TSC considers warrant an additional subsidy to be granted), or
- are applying for a subsidy to operate a wheelchair accessible taxi (WAT) in the Melbourne Metropolitan Zone.

Please note, an Application for a Wheelchair Accessible Taxi Vehicle Subsidy will not be considered if the applicant owes an unexpired subsidy to the TSC.

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Section C: Schedule of subsidy payment

Except for vehicles less than six months' old the purchase price is not a factor in the TSC's determination of the subsidy amount.

For vehicles less than six months' old, the TSC will seek validation of the purchase price and will confirm the amount declared for stamp duty purposes.

Vehicle age will be calculated from the build date, as shown on the manufacturer's compliance plate.

Table 1.
WAT vehicle subsidy payment

| Vehicle Age | Subsidy paid for vehicle (not previously a taxi) to be converted to a WAT | Subsidy paid for vehicle (not previously a taxi) already converted to a WAT | Subsidy paid for converted vehicle, or vehicle to be converted, where the vehicle is or was previously a taxi |
|----------------|--|--|---|
| <6 months | 60% of purchase price (incl. GST, excluding stamp duty) subject to maximum subsidy of \$44,000 | 60% of purchase price (incl. GST, excluding stamp duty) subject to maximum subsidy of \$44,000 | N/A |
| 6 to 12 months | \$39,600 | \$33,000 | \$28,050 |
| 1-2 years | \$36,300 | \$30,250 | \$21,175 |
| 2-3 years | \$33,000 | \$27,500 | \$19,250 |
| 3-4 years | \$29,700 | \$24,750 | \$17,325 |
| 4-5 years | \$26,400 | \$22,000 | \$15,400 |

(figures are GST inclusive)

Table 2.
Unexpired subsidy payable to the TSC that applies when the vehicle was not yet converted and not an existing taxi when the subsidy was granted

| Vehicle Age | Subsidy paid | <1 year | 1-2 years | 2-3 years | 3-4 years | 4-5 years |
|-------------|--------------|----------|-----------|-----------|-----------|-----------|
| <6 months | \$44,000 | \$30,800 | \$21,560 | \$15,092 | \$10,000 | \$0 |
| 6-12 months | \$39,600 | \$27,720 | \$19,404 | \$13,583 | \$10,000 | \$0 |
| 1-2 years | \$36,300 | \$25,410 | \$17,787 | \$12,450 | \$10,000 | \$0 |
| 2-3 years | \$33,000 | \$23,100 | \$16,170 | \$11,319 | \$10,000 | \$0 |
| 3-4 years | \$29,700 | \$20,790 | \$14,553 | \$10,000 | \$0 | \$0 |
| 4-5 years | \$26,400 | \$18,480 | \$12,936 | \$10,000 | \$0 | \$0 |

(figures are GST inclusive)

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Table 3.

Unexpired subsidy payable to the TSC that applies when the vehicle was already converted and not an existing taxi when the subsidy was granted

| Vehicle Age | Subsidy paid | <1 year | 1-2 years | 2-3 years | 3-4 years | 4-5 years |
|-------------|----------------|----------|-----------|-----------|-----------|-----------|
| <6 months | Up to \$44,000 | \$30,800 | \$21,560 | \$15,092 | \$10,000 | \$0 |
| 6-12 months | \$33,000 | \$23,100 | \$16,170 | \$11,319 | \$10,000 | \$0 |
| 1-2 years | \$30,250 | \$21,175 | \$14,822 | \$10,375 | \$10,000 | \$0 |
| 2-3 years | \$27,500 | \$19,250 | \$13,475 | \$10,000 | \$0 | \$0 |
| 3-4 years | \$24,750 | \$17,325 | \$12,127 | \$10,000 | \$0 | \$0 |
| 4-5 years | \$22,000 | \$15,400 | \$10,780 | \$10,000 | \$0 | \$0 |

(figures are GST inclusive)

Table 4.

Unexpired subsidy payable to the TSC that applies when the vehicle was already a taxi (whether a converted vehicle or vehicle to be converted) when the subsidy was granted

| Vehicle Age | Subsidy paid | <1 year | 1-2 years | 2-3 years | 3-4 years |
|-------------|--------------|----------|-----------|-----------|-----------|
| 6-12 months | \$28,050 | \$19,635 | \$13,744 | \$10,000 | \$0 |
| 1-2 years | \$21,175 | \$14,822 | \$10,375 | \$10,000 | \$0 |
| 2-3 years | \$19,250 | \$13,475 | \$10,000 | \$0 | \$0 |
| 3-4 years | \$17,325 | \$12,127 | \$10,000 | \$0 | \$0 |
| 4-5 years | \$15,400 | \$10,780 | \$10,000 | \$0 | \$0 |

(figures are GST inclusive)

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SECTION
D

Section D: Subsidy agreement pro-forma

WAT VEHICLE PURCHASE SUBSIDY AGREEMENT

THIS AGREEMENT is made on XXXXXXXX 20XX between:

TAXI SERVICES COMMISSION, a body corporate established under section 115B of the Transport Integration Act 2010 (Vic) of 1 Spring Street, Melbourne, Victoria ("the TSC");

and

[Recipient details (name of Recipient as shown on taxi-cab licence – must only be a natural person/s or company)] (A.B.N)

of

[street address/registered office] ("Recipient")

RECITALS

A. The TSC is responsible for administering the Scheme and approving the Subsidy.

B. The TSC, at the request of the Recipient, has agreed to provide the Recipient with the Subsidy on the terms and conditions contained in this Agreement.

1. Interpretation

IT IS AGREED:

In this Agreement unless the context otherwise requires:

"Agreement" means this subsidy Agreement and includes the schedules and any other documents incorporated by reference;

"Application" means the WAT subsidy application form completed by the Recipient to apply for a subsidy from the Scheme;

"Approval Date" means the date nominated by the TSC in the Approval Letter as the date of approval of the Application.

"Approval Letter" means a letter sent to the Recipient by the TSC notifying the Recipient that the TSC has approved the Application, as contemplated by clause 2.2(1).

"Conversion Costs" means the costs (including GST) of converting a vehicle to be wheelchair accessible;

"Country Taxi-Cab Licence" means a taxi-cab licence issued under the Transport Act in which the Country Zone is specified;

"GST" has the meaning given in the GST Act;

"GST Act" means the *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth) as amended;

"Guidelines" means the "Wheelchair Accessible Taxi Vehicle Subsidy Scheme guidelines";

"Personal Information" has the same meaning given in the Privacy Act.

"Privacy Act" means the *Privacy and Data Protection Act 2014* (Victoria).

"Purchase Price" means the purchase price of the WAT (including GST);

"Regional Taxi-Cab Licence" means a taxi-cab licence issued under the Transport Act in which the Regional Zone is specified;

"Scheme" means the "Wheelchair Accessible Taxi (WAT) Vehicle Purchasing Scheme" which was announced by the State Government on the 25 May 2006 and is administered by the TSC. The purpose of the Scheme is to improve and maintain WAT Vehicle availability for people with disabilities living in country and regional towns in Victoria and to make the operation of WAT Vehicles more cost effective for service providers;

"Subsidy" means the amount (including GST) calculated in relation to the WAT in accordance with schedule 2;

"Tax Invoice" has the meaning given in the GST Act;

"Taxi-Cab" has the meaning given in section 86 of the Transport Act;

"Taxi-Cab Licence" has the meaning given in section 86 of the Transport Act;

"Term" means the term of this Agreement as defined in clause 2.1;

"Transport Act" means the *Transport (Compliance and Miscellaneous) Act 1983* (Victoria);

"Unexpired subsidy" means the amount of subsidy (including GST) which the Recipient may be required to repay to the TSC, as determined under table 1, 2 or 3 (as applicable) in schedule 3;

"Urban and Large Regional Taxi-Cab Licence" means a taxi-cab licence issued under the Transport Act in which the Urban and Large Regional Zone is specified

"WAT" means the relevant WAT Vehicle.

"WAT Vehicle" means a wheelchair accessible taxi-cab that meets the requirements of the Scheme as outlined in the Guidelines;

2. Term and effect of this Agreement

2.1 The term of this Agreement commences on the date this Agreement was signed by the TSC and, unless terminated earlier, expires on the date when the amount of the Unexpired subsidy is less than \$10,000

2.2 Despite any signing of this Agreement by the Recipient or the TSC, the Recipient will not be entitled to the subsidy unless and until both:

- (1) the TSC has sent the Recipient a letter notifying the Recipient that the TSC has approved the Application; and
- (2) the Recipient satisfies all the other requirements applicable under this Agreement.

The TSC is under no obligation to approve the Application.

3. Subsidy Conditions

3.1 Subject to the following, the Subsidy must only be used for the purpose of assisting with the purchase of, or purchase and conversion of, a vehicle to be operated as a WAT Vehicle and which meets the formal specifications of a WAT Vehicle referred to in the Guidelines. The subsidy must not be used to pay for ongoing costs and fees including, but not limited to:

- (1) any stamp duty;
- (2) any vehicle registration or TAC fees, insurances; or
- (3) the cost of taxi livery or taxi equipment.

3.2 The Recipient warrants and agrees that:

- (1) the Recipient will comply with the licence conditions issued by the TSC in respect of the WAT;
- (2) the Recipient has an Urban and Large Regional, a Country or Regional Taxi-Cab Licence, is an applicant who has approval for the issue of an Urban and Large Regional, Country or Regional Taxi-Cab Licence or is an assignee (under s150 of the Transport Act) operating an Urban and Large Regional, Country or Regional Taxi-Cab Licence;
- (3) the Recipient will operate the WAT in a manner that ensures priority is given to bookings by, or for, people in wheelchairs;
- (4) the information provided by the Recipient in the Application and any supporting documentation for the Application is accurate and is not misleading in any way;
- (5) the Recipient will provide any additional information requested by the TSC which relates to the subsidy or Purchase Price and any associated Conversion Costs of the WAT on request by the TSC, including but not limited to the documentation listed in schedule 1;
- (6) the WAT complies with all relevant Australian standards and the Recipient will provide evidence of compliance to the TSC on request;
- (7) all drivers of the WAT will complete the required WAT training (including modules of The Knowledge (if applicable)) and hold a WAT endorsement;
- (8) the WAT will be properly maintained and operated by the Recipient and made available for inspection by an officer of the TSC at any reasonable time on request;
- (9) the Recipient will take out and maintain comprehensive insurance on the WAT throughout the Term; and
- (10) the Recipient will give the TSC immediate notice in writing if the Recipient intends selling the WAT or the Recipient's business within the Term or is facing financial difficulties or other circumstances that may require the sale of the WAT.

4. Payment of subsidy

4.1 The TSC will pay the subsidy for the WAT to the Recipient only if and when all of the following conditions are satisfied:

- (1) the Application has been approved by the TSC;
- (2) any supporting documentation required under the Guidelines (including the documents listed in schedule 1) or requested at any time by the TSC prior to payment of the subsidy has been provided;
- (3) the WAT is licensed for operation as a WAT Vehicle under the urban and large regional, country or regional taxi-cab licence nominated in the Application;
- (4) the Recipient has issued a Tax Invoice to the TSC for the amount of the subsidy;
- (5) the WAT has not previously been the subject of a subsidy paid to another person (or the TSC waives this condition in writing on the basis of exceptional circumstances); and
- (6) all of the above conditions are satisfied within 6 months of the Approval Date or within any further period determined by the TSC.

4.2 Subject to clause 4.1, the TSC will pay the Recipient the subsidy by cheque or, if the Recipient has elected in the Application for payment by electronic transfer, then into the bank account nominated in the Application.

5. Termination of the Agreement

5.1 The TSC may terminate this Agreement with immediate effect by giving written notice to the Recipient any of the following "Events of Termination" occur during the Term:

- (1) if in the opinion of the TSC the Recipient is not giving priority to people in wheelchairs; or
- (2) if in the opinion of the TSC the WAT is not used for any substantial period during the Term (irrespective of the reason for failing to do so); or
- (3) if in the opinion of the TSC a statement made in the Application or any supporting documentation is incorrect, incomplete, false or misleading in any way that would have affected the original decision to approve the Application; or
- (4) the Recipient sells the WAT; or
- (5) the Recipient sells the relevant taxi-cab business or relevant taxi-cab licence; or
- (6) as at the Approval Date the Recipient was the approved assignee (under section 150 of the Transport Act) of the Urban and Large Regional, Country or Regional Taxi-Cab Licence nominated in the Application and the assignment is either terminated or expires without being renewed;
- (7) as at the Approval Date the Recipient was the owner or approved for the issue, of the Urban and Large Regional, Country or Regional Taxi-Cab Licence nominated in the Application and the Urban and Large Regional, Country or Regional Taxi-Cab Licence is suspended, revoked or cancelled; or
- (8) if in the opinion of the TSC the Recipient commits a substantial breach of this Agreement.

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SECTION D

5.2 If the TSC exercises the right of termination under clause 5.1, then:

- (1) the Recipient must immediately repay to the TSC without any deduction whatsoever either the Unexpired subsidy or the subsidy as determined by the TSC;
- (2) the Recipient agrees that the amount repayable as determined by the TSC is payable as liquidated damages and constitutes a fair and reasonable pre-estimate of the loss that will be suffered by the TSC;
- (3) the amount of the Unexpired subsidy will be determined as at the date of the relevant Event of Termination; and
- (4) The Recipient will not be entitled to any further subsidy in relation to the WAT or any other payment in relation to the WAT, whether by way of compensation or otherwise.

5.3 The Recipient must issue a corresponding adjustment note (as defined in the GST Act) to the TSC when the Recipient pays the Unexpired subsidy or the subsidy (as the case may be).

6. Liability and indemnity

6.1 The liability of the TSC in relation to the purchase, and any associated conversion, of the WAT or otherwise in connection with this Agreement is limited to the amount of the subsidy. If the Purchase Price and any associated Conversion Cost exceeds the amount of the subsidy, then the excess will be the responsibility of the Recipient. The TSC is not liable for any other cost, fees or duties associated with the WAT, including (but not limited to) in relation to the registration, licensing, use, operation, insurance or inspection of the WAT, or any stamp duty or Transport Accident Commission fees.

6.2 Nothing in this Agreement is to be construed as creating any obligation, commitment or undertaking by the TSC to provide additional or further funding or assistance to the Recipient or to do anything else not specifically provided for in this Agreement.

6.3 The Recipient hereby indemnifies and must keep indemnified the TSC in relation to all actions, suits, claims, costs, expenses, fees, duties and demands howsoever arising out of this Agreement. This clause 6 will survive termination of this Agreement.

6.4 The Recipient warrants that the TSC has not made, and the Recipient has not relied upon, any representations of any kind in relation to the Scheme, including but not limited to representations regarding:

- (1) the prospects of the Application being approved or the Recipient satisfying any conditions for payment of the subsidy; or
- (2) the suitability of any vehicle as a WAT Vehicle; or
- (3) the amount of any Conversion Costs; or
- (4) the taxation treatment of any subsidy received by the Recipient or repayment of any Unexpired subsidy; or
- (5) the viability of the business of operating the WAT in the relevant region.

7. Privacy and disclosure of information

7.1 For the purposes of the Privacy Act, the TSC advises that, in relation to the Scheme:

- (1) Personal Information that is provided in the Application, in any supporting documentation or otherwise, is collected for the purpose of allowing the TSC to assess the Recipient's eligibility for a subsidy under the Scheme and for administration, evaluation and policy development purposes related to the Scheme;
- (2) any Personal Information that is collected may be disclosed by the TSC to other persons, bodies or agencies for administration, evaluation and policy development purposes related to the Scheme, or as contemplated in clause 7.3 or otherwise as required by law;
- (3) any individual who is the subject of Personal Information may seek access to that Personal Information by contacting the TSC; and
- (4) in some cases, if the relevant Personal Information is not provided then that may cause the Recipient to be ineligible for a subsidy.

7.2 If at any time the Recipient provides Personal Information relating to another person, then the Recipient must first ensure that that person has read and understood this clause 7 and separately consented to that Personal Information being used and disclosed in the manner indicated in this clause 7.

7.3 The Recipient also acknowledges and consents to the following:

- (1) the TSC may be required to disclose information in relation to the Scheme, as required by the operation of any law, judicial or parliamentary body or government agency;

- (2) without limiting any obligations of the TSC under the Privacy Act, the TSC gives no undertaking to keep confidential the information contained in the Application, any supporting documentation or this Agreement; and
- (3) the TSC may prepare and publish an evaluation report in relation to the Scheme, which may include information that the Recipient and third parties have provided to TSC in relation to the Scheme.

8. Media

8.1 The Recipient must refer to the TSC any media enquiries relating in any way to the Scheme or this Agreement.

8.2 The Recipient acknowledges the importance of the scheme as an initiative of the TSC and agrees to participate in any launch or announcement of the licensing of the WAT under the scheme by the TSC.

9. No Partnership

Nothing in this Agreement will be construed as in any way creating or evidencing any partnership, joint venture, agency, trust or other form of legal or equitable relationship or obligation between the parties other than as expressly provided in this Agreement.

10. Assignment

The Recipient may not transfer, assign, charge, mortgage or encumber any of its rights or obligations under this agreement without the prior consent of the TSC.

11. Unfettered exercise of powers

Any approval, consent, waiver, determination, nomination, right, power or other thing that the TSC is entitled to do or exercise under this Agreement, or to which this Agreement refers, may be exercised by the TSC in its absolute and unfettered discretion, and either conditionally or unconditionally.

12. Notices

12.1 All notices and documents required to be delivered or served by one Party to this Agreement on the other may be delivered or served by delivering or sending them by prepaid post, facsimile, e-mail or prepaid courier as follows:

- (1) to the TSC at the Lower Ground Floor, 1 Spring Street, Melbourne Vic 3000, fax 0386830633 or email licensing@taxi.vic.gov.au;
- (2) to the Recipient at the address which is set out in this Agreement;

12.2 A notice or document shall be taken to be delivered or served as follows:

- (1) in the case of delivery in person or by prepaid courier, when delivered;
- (2) in the case of delivery by post, 2 business days after the date of posting;
- (3) in the case of facsimile transmission, on receipt by the sender of a transmission report from the despatching machine showing the date of transmission, the relevant number of pages, the correct telephone number of the destination facsimile machine and the result of the transmission as satisfactory; and
- (4) in the case of e-mail, on receipt by the sender of confirmation of receipt, but if the result of the foregoing is that a notice would be taken to be given or made on a day which is not a normal business day in the place to which the notice is sent or is later than 4.00pm (local time) it will be taken to have been duly given or made at the commencement of business on the next normal business day in that place.

12.3 The provisions of this clause are in addition to any other mode of service permitted by law.

13. Entire Agreement and Variation

13.1 The Recipient acknowledges that this Agreement contains the entire agreement between the Recipient and the TSC in relation to the Scheme, and that it takes precedence over any other prior correspondence between the parties in relation to the Scheme.

13.2 The terms and conditions of this Agreement may only be varied as agreed in writing between the parties.

14. Reconstitution

14.1 The Recipient acknowledges and accepts that the TSC may be reconstituted, renamed or replaced and that some or all of the powers, functions or responsibilities of the TSC may be transferred to or vested in another Victorian government body, department or agency (New Body).

14.2 If the TSC is reconstituted, renamed or replaced or if some or all of the powers, functions or responsibilities are transferred to or vested in a New Body, references in this Agreement to the TSC will be deemed to refer, as applicable, to that New Body on and from a date notified by the TSC.

14.3 The Recipient will execute any document reasonably required by the TSC in order to perfect any matters referred to in clause 14.2.

15. Applicable Law

The laws of Victoria apply to this Agreement.

Wheelchair Accessible Taxi Vehicle Subsidy Scheme Guidelines

SCHEDULE 1

DOCUMENTATION REQUIRED BY THE TSC FOR A VEHICLE TO BE LICENSED AS A WAT VEHICLE

Originals (not copies) of each of the following documents:

- Licensed Taxi Tester Inspection report to confirm compliance with “Vehicle Standards Information 31, Licensed Passenger Vehicle Standards – Taxis”. Further information is available on line at www.vicroads.vic.gov.au/vrpdf/rdsafe/vsi31.pdf
- Engineering certification for WAT Vehicle conversion
- Evidence of comprehensive insurance cover on the WAT
- Proof of vehicle ownership
- A valid Tax Invoice for the purchase of the vehicle and separate Tax Invoice for the conversion if that has been undertaken or paid separately

Wheelchair Accessible Taxi Vehicle Subsidy Scheme Guidelines

SCHEDULE 2

TABLE OF WAT VEHICLE SUBSIDY PAYMENTS (including GST)

| Vehicle Age | Subsidy paid for vehicle (not previously a taxi) to be converted to a WAT | Subsidy paid for vehicle (not previously a taxi) already converted to a WAT | Subsidy paid for converted vehicle, or vehicle to be converted, where the vehicle is or was previously a taxi |
|----------------|---|---|---|
| <6 months | 60% of purchase price (incl. GST, excl stamp duty) subject to maximum subsidy of \$44,000 | 60% of purchase price (incl. GST, excl stamp duty) subject to maximum subsidy of \$44,000 | N/A |
| 6 to 12 months | \$39,600 | \$33,000 | \$28,050 |
| 1-2 years | \$36,300 | \$30,250 | \$21,175 |
| 2-3 years | \$33,000 | \$27,500 | \$19,250 |
| 3-4 years | \$29,700 | \$24,750 | \$17,325 |
| 4-5 years | \$26,400 | \$22,000 | \$15,400 |

For the purposes of the above table, "Vehicle Age" means the age of the WAT at the time when the subsidy is paid (so that all the conditions for payment of the subsidy listed in clause 4.1 must have been satisfied), calculated from the build date as shown on the vehicle manufacturer's compliance plate;

Wheelchair Accessible Taxi Vehicle Subsidy Scheme Guidelines

SCHEDULE 3

UNEXPIRED SUBSIDY TABLES

Note that "Vehicle Age" has the same meaning as in schedule 2.

Table 1.
Unexpired subsidy payable to the TSC that applies when the vehicle was not yet converted and not an existing taxi when the subsidy was granted

| Vehicle Age | Subsidy paid | <1 year | 1-2 years | 2-3 years | 3-4 years | 4-5 years |
|-------------|--------------|----------|-----------|-----------|-----------|-----------|
| <6 months | \$44,000 | \$30,800 | \$21,560 | \$15,092 | \$10,000 | \$0 |
| 6-12 months | \$39,600 | \$27,720 | \$19,404 | \$13,583 | \$10,000 | \$0 |
| 1-2 years | \$36,300 | \$25,410 | \$17,787 | \$12,450 | \$10,000 | \$0 |
| 2-3 years | \$33,000 | \$23,100 | \$16,170 | \$11,319 | \$10,000 | \$0 |
| 3-4 years | \$29,700 | \$20,790 | \$14,553 | \$10,000 | \$0 | \$0 |
| 4-5 years | \$26,400 | \$18,480 | \$12,936 | \$10,000 | \$0 | \$0 |

(figures are GST inclusive)

Table 2.
Unexpired subsidy payable to the TSC that applies when the vehicle was already converted and not an existing taxi when the subsidy was granted

| Vehicle Age | Subsidy paid | <1 year | 1-2 years | 2-3 years | 3-4 years | 4-5 years |
|-------------|----------------|----------|-----------|-----------|-----------|-----------|
| <6 months | Up to \$44,000 | \$30,800 | \$21,560 | \$15,092 | \$10,000 | \$0 |
| 6-12 months | \$33,000 | \$23,100 | \$16,170 | \$11,319 | \$10,000 | \$0 |
| 1-2 years | \$30,250 | \$21,175 | \$14,822 | \$10,375 | \$10,000 | \$0 |
| 2-3 years | \$27,500 | \$19,250 | \$13,475 | \$10,000 | \$0 | \$0 |
| 3-4 years | \$24,750 | \$17,325 | \$12,127 | \$10,000 | \$0 | \$0 |
| 4-5 years | \$22,000 | \$15,400 | \$10,780 | \$10,000 | \$0 | \$0 |

(figures are GST inclusive)

Table 3.
Unexpired subsidy payable to the TSC that applies when the vehicle was already a taxi (whether a converted vehicle or vehicle to be converted) when the subsidy was granted

| Vehicle Age | Subsidy paid | <1 year | 1-2 years | 2-3 years | 3-4 years |
|-------------|--------------|----------|-----------|-----------|-----------|
| 6-12 months | \$28,050 | \$19,635 | \$13,744 | \$10,000 | \$0 |
| 1-2 years | \$21,175 | \$14,822 | \$10,375 | \$10,000 | \$0 |
| 2-3 years | \$19,250 | \$13,475 | \$10,000 | \$0 | \$0 |
| 3-4 years | \$17,325 | \$12,127 | \$10,000 | \$0 | \$0 |
| 4-5 years | \$15,400 | \$10,780 | \$10,000 | \$0 | \$0 |

(figures are GST inclusive)