

**Wheelchair Accessible Commercial Passenger Vehicle  
Purchase Subsidy Agreement**

**Commercial Passenger Vehicle Commission (Commercial  
Passenger Vehicles Victoria)**

and

**XXX** (ABN: **XX**)

**FOR**

***A subsidy for the purchase of a wheelchair accessible  
commercial passenger vehicle with registration number:***

**XXXX**

## WHEELCHAIR ACCESSIBLE COMMERCIAL PASSENGER VEHICLE (WAV) PURCHASE SUBSIDY AGREEMENT

**THIS AGREEMENT** is made on \_\_\_\_\_ 2019 between:

Name	<b>Commercial Passenger Vehicle Commission</b> , a body corporate established under section 115B of the Transport Integration Act
Address	Lower Ground Level, 1 Spring Street, Melbourne, Victoria, 3001
Email	
Contact Person	
Short name	<b>CPVC</b>

Name	<b>XXXX</b>
Address	
Email	
Contact Person	
Short name	<b>Recipient</b>

### RECITALS

- A. The CPVC is responsible for administering the Scheme and approving the Subsidy.
- B. This Scheme is part of the CPVC's ongoing commitment to expand and maintain the accessibility of WAV services in urban, regional and country Victoria.
- C. The CPVC expect that the supply of WAV services in the region nominated in the Application will increase after the subsidy is paid.
- D. The CPVC, at the request of the Recipient, has agreed to provide the Recipient with the Subsidy on the terms and conditions contained in this Agreement.

## IT IS AGREED:

### 1. Interpretation

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 WAV subsidy application form completed by the Recipient to apply for a Subsidy from the Scheme;

“**Approval Date**” means the date nominated by the CPVC in the Approval Letter as the date of approval of the Application;

“**Approval Letter**” means a letter sent to the Recipient by the CPVC notifying the Recipient that the CPVC 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;

“**CPV Registration**” means commercial passenger vehicle registration under Part 3 of the CPVI Act;

“**CPVI Act**” means the *Commercial Passenger Vehicle Industry Act 2017* (Victoria);

“**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 Scheme Guidelines” published on [cpv.vic.gov.au](http://cpv.vic.gov.au);

“**Melbourne Metropolitan Zone**” has the meaning given by section 110A of the CPVI Act;

“**Multi Purpose Taxi Program**” means the Victorian Government program to support people with limited mobility by offering subsidised taxi fares. This program pays half the cost of each taxi trip taken by its users, up to \$60.00 with the use of a card issued in the user’s name.

“**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 WAV (including GST);

“**Scheme**” means the “Wheelchair Accessible Taxi Purchasing Scheme” which was announced by the State Government on 25 May 2006 and is administered by the CPVC. Section 115F of the *Transport Integration Act 2010* (Victoria) sets out the functions of the CPVC which include to administer subsidy schemes established in relation to the commercial passenger vehicle industry. The purpose of the Scheme is to improve and maintain WAV availability for people with disabilities living in urban, regional or country towns in Victoria and to make the operation of WAVs more cost effective for service providers;

“**Subsidy**” means the amount (including GST) calculated in relation to the WAV in accordance with schedule 2;

“**Tax Invoice**” has the meaning given in the GST Act;

“**Term**” means the term of this Agreement as defined in clause 2.1;

“**Unexpired Subsidy**” means the amount of Subsidy (including GST) which the Recipient may be required to repay to the CPVC, as determined under table 1, 2 or 3 (as applicable) in schedule 3;

“**WAV**” means the relevant wheelchair accessible commercial passenger vehicle 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 CPVC and, unless terminated earlier, expires on the date when the amount of the Unexpired Subsidy falls to less than \$10,000.

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

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

The CPVC 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 WAV and which meets the formal specifications of a WAV 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 Transport Accident Commission fees;
- (3) insurance costs; or
- (4) the cost of taxi livery or taxi equipment.

3.2 The Recipient warrants and agrees that:

- (1) the Recipient will comply with the CPV Registration conditions issued by the CPVC in respect of the WAV;
- (2) the Recipient will only operate the WAV outside the Melbourne Metropolitan Zone in the region(s) nominated by the Recipient in the Application;
- (3) the Recipient will ensure that the WAV's CPV Registration is current;
- (4) the WAV will be equipped with payment facilities that can process Multi Purpose Taxi Program transactions;
- (5) the Recipient will operate the WAV in a manner that ensures priority is given to bookings for people in wheelchairs;
- (6) 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;
- (7) the Recipient will provide any additional information requested by the CPVC which relates to the Subsidy or Purchase Price and any associated Conversion Costs of the WAV on request by the CPVC, including but not limited to the documentation listed in schedule 1;
- (8) the WAV complies with all relevant Australian standards and the Recipient will provide evidence of compliance to the CPVC on request;

- (9) all drivers of the WAV will complete a training course in WAV services and obtain appropriate certification from an approved provider of WAV training services;
- (10) the WAV will be properly maintained and operated by the Recipient and made available for inspection by an officer of the CPVC at any reasonable time on request;
- (11) the Recipient will take out and maintain comprehensive insurance on the WAV throughout the Term; and
- (12) the Recipient will apply in writing to the CPVC and give immediate notice if the Recipient intends to sell the WAV or the Recipient's business or no longer has permission to use the vehicle as a WAV within the Term of the Agreement or is facing financial difficulties or other circumstances that may require the surrender or sale of the WAV.

#### **4. Payment of Subsidy**

4.1 The CPVC will pay the Subsidy for the WAV to the Recipient only if and when all of the following conditions are satisfied:

- (1) the Application has been approved by the CPVC;
- (2) any supporting documentation required under the Guidelines (including the documents listed in schedule 1) or requested at any time by the CPVC prior to payment of the Subsidy has been provided;
- (3) the WAV's CPV Registration is current;
- (4) the WAV operates only outside the Melbourne Metropolitan Zone in the region(s) nominated in the Application;
- (5) the Recipient has issued a Tax Invoice to the CPVC for the amount of the Subsidy;
- (6) the WAV has not previously been the subject of a Subsidy paid to another person (or the CPVC waives this condition in writing on the basis of exceptional circumstances); and
- (7) all of the above conditions are satisfied within 6 months of the Approval Date or within any further period determined by the CPVC.

4.2 Subject to clause 4.1 the CPVC 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 CPVC may terminate this Agreement with immediate effect by giving written notice to the Recipient if any of the following “Events of Termination” occur during the Term:

- (1) if in the opinion of the CPVC the WAV is not being used in the region(s) nominated in the Application for which it was approved; or
- (2) if in the opinion of the CPVC the Recipient is not giving priority to people in wheelchairs; or
- (3) if in the opinion of the CPVC the WAV is not used for any substantial period during the Term; or
- (4) if in the opinion of the CPVC 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
- (5) the Recipient sells the WAV; or
- (6) the WAV is written off and is not replaced; or
- (7) the Recipient no longer has permission to use the WAV or sells the relevant business; or
- (8) the CPV Registration is cancelled or surrendered under the CPVI Act; or
- (9) if in the opinion of the CPVC the Recipient commits a substantial breach of this Agreement.

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

- (1) the Recipient must immediately repay to the CPVC without any deduction whatsoever either the Unexpired Subsidy or the Subsidy as determined by the CPVC;
- (2) the Recipient agrees that the amount repayable as determined by the CPVC is payable as liquidated damages and constitutes a fair and reasonable pre-estimate of the loss that will be suffered by the CPVC;
- (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 or any other payment by the CPVC, 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 CPVC 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 CPVC in relation to the purchase, and any associated conversion, of the WAV 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 CPVC is not liable for any other cost, fees or duties associated with the WAV, including (but not limited to) in relation to the registration, use, operation, insurance or inspection of the WAV, 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 CPVC 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 CPVC 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 CPVC 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 WAV; 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 WAV in the relevant region(s) nominated in the Application.

## 7. Privacy and disclosure of information

7.1 For the purposes of the Privacy Act, the CPVC 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 CPVC 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 CPVC 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 CPVC; 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 CPVC 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 CPVC under the Privacy Act, the CPVC gives no undertaking to keep confidential the information contained in the Application, any supporting documentation or this Agreement; and
- (3) the CPVC 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 CPVC in relation to the Scheme.

**8. Media**

- 8.1 The Recipients must refer to the CPVC 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 CPVC and agrees to participate in any launch or announcement regarding the WAV under the Scheme by the CPVC.

**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 CPVC.

**11. Unfettered exercise of powers**

Any approval, consent, waiver, determination, nomination, right, power or other thing that the CPVC is entitled to do or exercise under this Agreement, or to which this Agreement refers, may be exercised by the CPVC 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, e-mail or prepaid courier as follows:
- (1) to the CPVC at GPO Box 1716, Melbourne VIC 3001 or the email address set out in this Agreement;
  - (2) to the Recipient at the address or the email 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 prepaid post, 2 business days after the date of posting; and
- (3) 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 Recipient acknowledges that this Agreement contains the entire agreement between the Recipient and the CPVC in relation to the Scheme, and that it takes precedence over any other prior correspondence between the parties in relation the Scheme.

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

### **14. Applicable Law**

The laws of Victoria apply to this Agreement.

**Executed as an Agreement**

Signed by an authorised representative on behalf of the Commercial Passenger Vehicle Commission:

CPVC authorised representative (signature) ..... Print Name .....

Witness (signature) ..... Print Name .....

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This Agreement is executed by )  
XXXX )  
(ABN: XXX) )  
in accordance with section 127(1) of the  
*Corporations Act 2001* (Cth):

Print Name of Director ..... Signature of Director .....

Print Name of Director/Company Secretary ..... Signature of Director/Company Secretary .....

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## **SCHEDULE 1**

### **Documentation required by the CPVC relating to the WAV**

Originals (or certified copies) of the following documents:

- Licensed Taxi Tester inspection report to confirm compliance with the specifications for WAVs as published in the Government Gazette on 29 June 2018, found at <http://www.gazette.vic.gov.au/gazette/Gazettes2018/GG2018S314.pdf>
- Engineering certification for WAV conversion
- Evidence of comprehensive insurance cover on the WAV
- Proof of WAV ownership
- A valid Tax Invoice for the purchase of the WAV and separate Tax Invoice for the conversion if that has been undertaken or paid.

## SCHEDULE 2

### Table of WAV subsidy payments (including GST)

Vehicle Age	Subsidy paid for vehicle (not previously a taxi) not yet converted to a WAV	Subsidy paid for vehicle (not previously a taxi) already converted to a WAV	Subsidy paid for converted vehicle, or vehicle to be converted, where the vehicle is or was previously a taxi
Less than 6 months	60% of Purchase Price (incl. GST) subject to maximum subsidy of \$44,000	60% of Purchase Price (incl. GST) 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 WAV 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.

## SCHEDULE 3

### Unexpired Subsidy Tables

Note that “**Vehicle Age**” has the same meaning as in schedule 2.

**Table 1**

**Subsidy initially paid for vehicle (not an existing taxi) to be converted to be wheelchair accessible - Unexpired subsidy to be repaid to CPVC (figures are GST inclusive).**

Vehicle Age	Subsidy paid	Repayment amount				
		<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

**Table 2**

**Subsidy initially paid for vehicle (not an existing taxi) already converted to be wheelchair accessible - Unexpired subsidy to be repaid to CPVC (figures are GST inclusive).**

Vehicle Age	Subsidy paid	Repayment amount				
		<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	\$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

**Table 3**

**Subsidy initially paid for converted vehicle or vehicle to be converted where the vehicle was a former taxi - Unexpired Subsidy repayable to CPVC (figures are GST inclusive).**

Vehicle Age	Subsidy paid	Repayment amount	Repayment amount	Repayment amount	Repayment amount
		<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