



Regional Wheelchair Accessible Vehicle (WAV) Taxi Service Grant

Agreement and Conditions

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Agreement and Conditions

1. Introduction

In April 2022 the WA State Government advised that Wheelchair Accessible Vehicle (WAV) taxi services across Western Australia are set to expand for the 2022-23 State Budget, including the introduction of a new Regional WAV Taxi Service Grant.

The Government of Western Australian has appropriated monies in the State Budget 2026/2027 for the Minister for Transport and their delegate to provide Grants for the Regional WAV Taxi Service Grant, pursuant to the provisions of the *Public Sector Management Act 1994*.

2. Glossary

In this Agreement, unless the context otherwise requires:

Term	Description
Act	Means the <i>Transport (Road Passenger Services) Act 2018</i> (the Act).
Agreement	The Regional WAV Taxi Service Grant Agreement and Conditions between the Grantee and Grantor and the Agreement made by this Deed.
Authorisation Fees	The fees and charges related to the passenger transport industry transactions, including application and authorisation costs for: - passenger transport drivers (PTDs) - passenger transport vehicles (PTVs), and - on-demand booking services (ODBSs).
Camera Surveillance Unit (CSU)	A CSU that meets the Camera Surveillance Unit Standards 2020 under the Transport (Road Passenger Services) Regulations 2020 (the Regulations) and that the Vehicle is fitted with and is in working order.
Confidential Information	Includes, but is not limited to: - any information relating to business affairs and processes of the Parties obtained by virtue of this Agreement, which would not otherwise be available to the general public, and - all information marked as confidential, as well as information which by its nature is confidential, is known to be confidential or which the Party receiving the information from the other Party ought to have known was confidential and includes all such information that may be in the possession of the Party's employees, agents and contractors.
Co-payment	An incentive payment to WAV Drivers who are affiliated with: - DTMI's dedicated Metropolitan WAVs Taxi Booking Service in the Perth metropolitan area, or - other regional ODBSs throughout regional WA (including Peel). Co-payments are designed to compensate WAV Drivers for the additional time, effort and training required to safely assist PTSS Participants with mobility devices into the WAV using a wheelchair hoist.
Driver	A driver of an 'authorised on-demand rank or hail vehicle' who holds a PTD authorisation.
DTMI / Department	WA Department of Transport and Major Infrastructure.

Term	Description
Eligible person	A person who has been approved by the CEO of DTMI (through a delegated officer) to receive subsidised Taxi travel under the Passenger Transport Subsidy Scheme (PTSS).
Equipment and Taxi related paraphernalia	Includes the Fare Calculation Device (Meter), CSUs and taxi livery requirements in the Regulations.
Fare Calculation Device	A device that complies with the requirements for fare calculation devices (meter) specified in the Regulations. The Fare Calculation Device must accurately display the fare, including any additional fees, charges or tolls, in numerals, in Australian dollars.
Funding	Means both: - the sum of money provided for in clause 3(c) below for the Grantee to use solely pursuant to the purposes contained in the Terms and Conditions set out in this Agreement, and - the payment of one year's equivalent of the Authorisation Fees payable by the Grantor under clause 10(d) if the Grantee has not already paid the Authorisation Fees at the time of signing of this Agreement, if this has not been waived.
Goods and Services Tax (GST)	Is defined in the GST Law.
Grant	The procurement and activities undertaken by the Grantee with the Funding for the Purpose as set out in this Agreement.
Grantee	The Grant recipient who is the individual or organisation awarded the Grant payment as specified in clause 7.
Grantor	DTMI on behalf of the Minister for Transport and Major Infrastructure, as defined in the <i>Public Sector Management Act 1994 PSM Act</i> , as read with Gazette 99 of 2026.
Grant Period	3 years beginning on the day that this Grant Agreement Contract is executed.
GST Law	Is defined in the <i>A New Tax System (Goods and Services) Tax Act 1999</i> (Cth).
Information	Includes facts, data, assertions, representations and Grant applications, and documentation upon which information is recorded.
Insolvency Event	Means any of the following: - the Grantee being financially unable to proceed with the Agreement - execution is levied against the Grantee by a creditor - if the Grantee commits an act of bankruptcy, has bankruptcy petition presented against the Grantee or presents their own petition or the Grantee is made bankrupt - the Grantee makes a proposal for a scheme of arrangement or composition - there is any change in the direct or indirect beneficial ownership or control of the Grantee - the Grantee disposes of the whole or a material part of its assets, operations or business other than in the ordinary course of business

Term	Description
	- the Grantee ceases to carry on business - the Grantee ceases to be able to pay its debts as they become due - any step is taken by a mortgagee to take possession or dispose of the whole or part of the Grantee's assets, operations or business - any step is taken to enter into any arrangement between the Grantee and its creditors - any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a provisional liquidator, a liquidator, an administrator or other like person of the whole or part of the Grantee's assets, operations or business, or - where the Grantee is a partnership, any step is taken to dissolve that partnership or a partner dies.
Law	All applicable present and future rules or requirements of a statute, subsidiary legislation, the common law or equity.
Modifier	A person or organisation engaged to undertake modifications to a vehicle to enable or maintain its operation as a Wheelchair Accessible Vehicle (WAV).
Nominated Officer	The officer of each Party referred to in clause 30.
ODBS	The 'provider of an on-demand booking service', as defined in section 10(2) of the Act, that provides those services to Taxis and is an authorised on-demand booking service.
On-demand rank or hail (Taxi)	Is defined in Taxi.
Operate a WAV	Means to use the Vehicle as a WAV, to carry passengers to provide an on-demand passenger transport service with a PTV authorisation under the Act, giving priority to the carriage of wheelchair passengers. Giving priority to the carriage of wheelchair passengers includes, but is not limited to, declining the carriage of other passengers in favour of carrying wheelchair passengers each time the opportunity to do the latter arises. The requirements to lawfully operate a WAV include the compliance with the standards and requirements in regulations 18 and 19 of the Regulations. Operating a WAV and Operation as a WAV have corresponding meanings.
Parties	Both the Grantee and the Grantor, as the context requires.
Party	The Grantee or the Grantor as the context requires.
Progress Reports	means the reports referred to in clause 12(a).
Provision	Means any term, condition, obligation, requirement, representation, warranty, undertaking or other clause contained in this Agreement.
PTD authorisation	Means a 'passenger transport driver authorisation' as defined under section 4 of the Act.
PTSS	Passenger Transport Subsidy Scheme. It refers to the WA subsidy scheme, which is intended to make subsidised Taxi travel available to Eligible Persons.
PTV authorisation	Means a 'passenger transport vehicle authorisation' as defined under section 4 of the Act.

Term	Description
Purpose	To establish and continue a WAV taxi service in the regional town or city the Grantee applied for the Grant in, using the Vehicle, for at least the length of the Grant Period.
Regulations	Transport (Road Passenger Services) Regulations 2020 (the Regulations).
Taxi	An 'authorised on-demand rank or hail vehicle', as defined in regulation 3 of the Regulations, or an equivalent vehicle authorised to carry passengers for reward by another State or Territory.
Terms and Conditions	All of the Terms and Conditions outlined in this document, and all other terms and conditions imposed by the Grantor in respect to the Funding.
Third-party funder	Any individual or entity, other than the Grantor, that provides or contributes funding to the Grantee for purposes related to the Grant activities.
Unexpired Portion of Grant Funds	The number of months left in the three-year Grant Period, pro-rata against the Grant funds as a whole.
Vehicle	The motor vehicle that the Grantee purchases or otherwise obtains for the Purpose in accordance with clause 9(b).
WAV	A Wheelchair Accessible Vehicle has the meaning of section 278(2) of the Act.

A reference to the singular includes the plural and vice versa.

- No rule of construction applies to the disadvantage of a Party on the basis that the Party put forward this Agreement or any part thereof
- If the word "including" or "includes" is used, the words "without limitation" are taken to immediately follow
- Statements in clauses stating that that clause survives termination of the Agreement, these are not intended to be used to exhaustively provide for which clauses survive termination, and
- Terms used in this Agreement (including any information enclosed herewith or attached hereto) shall bear the same meanings ascribed to them as in this Agreement.

3. Grant Agreement

- This Grant Agreement is between the Grantor and the Grantee.
- The powers, rights and obligations of the Grantor under this Agreement may be administered, exercised and performed on the Grantor's behalf by:
 - any successor of the Grantor to the Grantor's Ministerial title, and
 - the Director General of the Department of Transport and Major Infrastructure (DTMI) or the Director General's authorised officers.
- The Grant amount, payable at the Grantor's entire discretion will be:
 - up to \$100,000 if the Grant is to support the establishment of a WAV taxi service where none exists.
 - up to \$100,000 if the Grant is to support:
 - the replacement of a WAV, or
 - the purchase of an additional Vehicle where demand cannot be met by an existing regional on-demand booking service (ODBS).

- d) The Grant provides funding towards, where applicable the:
- (i) purchase of a Vehicle
 - (ii) modification of a Vehicle
 - (iii) installation of the Equipment and Taxi-related paraphernalia, and
 - (iv) payment of one year's equivalent of the Authorisation Fees payable by the Grantor under clause 10(d), if the Grantee has not already paid the Authorisation Fees at the time of signing of this Agreement, if no exemption has been granted.

4. Entire Agreement

This Agreement is the entire Agreement between the Parties and supersedes all prior:

- a) communications
- b) negotiations
- c) arrangements, and
- d) agreements, whether oral or written, between the Parties with respect to the subject matter.

5. Term of Agreement

The term of this Agreement is from the date it is executed to its termination, or when all obligations under it have been carried out, whichever is later.

6. Variations

This Agreement may only be varied in writing duly executed by the Parties.

All changes to the Purpose or the Terms and Conditions must be requested by the Grantee, in writing and approved by the Grantor in writing before such changes occur.

7. Grantee

Name of individual/organisation	
Contact person	
Position title	
Postal address	
Phone	
Email	
ABN (if applicable)	
Registered for GST? (Y/N)	

8. Terms and Conditions

- a) By accepting this Grant offer, the Grantee understands and agrees to the Terms and Conditions.
- b) The Terms and Conditions do not displace, reduce, or otherwise lessen the Grantor's rights at or under any Law.

9. Purpose of Funding

- a) The Grantee must use the Funding solely in accordance with the Purpose and in compliance with the Terms and Conditions.
- b) How the Grantee uses the Funding is dependent on the procurement of the Vehicle. The Grantee may either:
 - (i) obtain a fitted-out WAV up to five years from the date of manufacture that complies with all applicable legislation and standards, or
 - (ii) purchase a Vehicle up to five years of age from the date of manufacture and modify it as set out in regulations 18 and 19 of the Transport (Road Passenger Services) Regulations 2020 (the Regulations) and (e) below.
- c) If the Grantee purchases a Vehicle, payment for the Vehicle from the Funding will only be made in the form of a single capital payment and no Funding shall be available for the payment of any interest on a loan or lease of whatsoever nature. The Grantee is required to ensure that the capital payment shall be utilised for:
 - (i) the purchase of the Vehicle
 - (ii) the installation of the Equipment and Taxi-related paraphernalia, and
 - (iii) if applicable, the modification of the Vehicle to become a WAV.
- d) In the event that the payment for the modification of the Vehicle to become a WAV is made separately from the purchase of the Vehicle then this payment will be made from the Grant funds directly by the Grantor to the Modifier after confirmation of a quote, and submission of the invoice from the relevant Modifier.
- e) The quote for the modification of the Vehicle to comply with the relevant WAV standards must be from an engineer certified modification specialist for the modifications to be made to the Vehicle. Used or second-hand equipment and/or partial installations are ineligible.
- f) The Grantee must use the Funding in accordance with the Grant and all expenditure must be affected in a commercially prudent, sensible and reasonable manner.
- g) Any unspent monies from the Funding once the Vehicle is authorised as an on-demand rank or hail PTV WAV must be returned promptly to the Grantor and the Grantor may recover this same amount as a debt if the Grantee does not pay it within 28 days of a written demand from the Grantor.

10. Operating Requirements

- a) The Grantee must be the sole owner of the Vehicle, the vehicle licence holder for the Vehicle (or provide consent from the owner and licence holder of the vehicle) and be the holder of the Passenger Transport Vehicle authorisation (PTV) for the Vehicle.
- b) The Grantee is required to follow the requirements of operating a WAV under the Regulations, in particular Regulation 18 and 19.
- c) The Grantee is required to affiliate with or be able to become an authorised on-demand booking service (ODBS) under section 31 of the *Transport (Road Passenger Services) Act 2018* (the Act), and the ODBS must be registered for the digital Passenger Transport Subsidy Scheme (PTSS) system.
- d) The Grantor will waive the one-year equivalent Authorisation Fees for the required passenger transport authorisations for the Vehicle to become a WAV.
- e) The Grantee must utilise electronic booking service/dispatch equipment for all passenger transport bookings and be able to submit journey data to the Grantor.

- f) The Grantee must submit all PTSS journey data to the Grantor utilising the electronic booking service data.
- g) The Grantee must maintain Operation as a WAV in the regional town the Grantee applied for the Grant in for the duration of Grant Period.
- h) The Grantee is required to repay the Unexpired Portion of the Grant Funds if the Grantee does not comply with either one or both clauses 9(a) and 9(g) and the Grantor may recover this same amount as a debt if the Grantee does not pay it within 28 days of a written demand from the Grantor.
- i) The Grantee must provide funding and other resources, including human resources, adequate to properly meet its obligations.
- j) If the Grantee disposes of or transfers ownership of the Vehicle at any time within the Grant Period, clause 10A applies.
- k) The Grantee must notify the Grantor in the event the Vehicle ceases to operate as a WAV for any reason whatsoever during the Grant Period.
- l) The Grantee must acknowledge the grant funding by way of a notice or sticker in the Vehicle stating "This vehicle and its wheelchair equipment was part or wholly funded by the Department of Transport and Major Infrastructure - 2027".

10A. Disposal or Transfer of Vehicle

- a) The Grantee must not dispose of the Vehicle during the Grant Period without the Grantor's prior written approval.
- b) The Grantor may approve a transfer of the Vehicle and permit the transferee to assume the Grantee's obligations under this Agreement on terms satisfactory to the Grantor.
- c) If:
 - (i) the Grantor does not approve the transfer, or
 - (ii) the transferee does not enter into arrangements required by the Grantor,
 the Grantor must repay the repayment amount as calculated in the table below.

Transferred in Year 1 of Grant Period	Repay 100% of Funding
Transferred in Year 2 of Grant Period	Repay 67% of Funding
Transferred in year 3 of Grant Period	Repay 34% of Funding
Transferred after expiry of Grant Period	No repayment

- d) The Grantor may waive all or part of the Grantor's repayment obligations where it is satisfied that the continued benefit of the Grant will be achieved following transfer of the Vehicle.

10B. Availability of Vehicle to Operate as a WAV

- a) The Grantee must use all reasonable endeavours to ensure the Vehicle remains available to Operate as a WAV throughout the Grant period.
- b) The Grantee must notify the Grantor in writing if the Vehicle is unavailable to Operate as a WAV for more than 30 consecutive days.
- c) The notice must include details of the reason for interruption of Operation as a WAV and the steps taken to restore the Vehicle to operation.

- d) If the Vehicle remains unavailable for Operation as a WAV for more than 90 consecutive days or an aggregate period of 120 days during the Grant Period, the Grantor may require the Grantee to provide further information and may, acting reasonably, determine that:
 - (i) no action is required
 - (ii) specified remedial action is required, or
 - (iii) the Grantee must repay part of the Funding, having regard to the length of the interruption and the reasons for the interruption.

11. Records

- a) The Grantee must keep and maintain accurate, complete, up-to-date, and properly detailed written records of the conduct of the Grant, including:
 - (i) progress, setbacks, delays, or difficulties
 - (ii) receipts
 - (iii) invoices
 - (iv) correspondence related to the Grant, and
 - (v) agreements entered into for the purposes of carrying out the Grant.
- b) The Grantee must keep sufficient financial records relating to the Grant so as to enable:
 - (i) all income and expenditure related to the Grant to be identified in the Grantee's bank accounts, and
 - (ii) the audit of these records in accordance with Australian Auditing Standards, the *Auditor General Act 2006*, or the right of audit provisions detailed in clause 13 of the Terms and Conditions.
- c) The Grantee must allow the Grantor, on request, to inspect, and make and take copies of, the records referred to at clauses 11(a) and 11(b).
- d) The Grantee consents to the Grantor disclosing the records referred to at clauses 11(a) and 11(b) and all other information relating to the Funding, including the application or request for the Funding received by the Grantor from the Grantee, to:
 - (i) the Western Australian Government
 - (ii) another local, state or Commonwealth government agency, department, or entity
 - (iii) another Western Australian statutory authority
 - (iv) the Grantee's referees, and
 - (v) other not-for-profit organisations, (each, an Entity), for the purpose of:
 - i. assessing
 - ii. processing
 - iii. analysing
 - iv. evaluating
 - v. promoting or reporting the application or the Funding, or
 - vi. enabling the Entity to provide advice on, process or assess any other funding applications submitted by the Grantee to the Entity, the Grantor, or the Department.
- e) The Grantee must ensure they maintain passenger transport records as prescribed in the Act.
- f) The Grantee's ODBS has an obligation to provide PTSS journey data electronically through DoTDirect each month. This requirement is known as the journey data submission. Data must be submitted as a .csv file and be formatted to meet the journey data file specification.

12. Reporting

- a) The Grantee must make and submit Progress Reports to the Grantor, in accordance with the timing set out in this Agreement and otherwise on request from the Grantor, which:
 - (i) include evidence of the Grantee's progress towards completion of the Grant
 - (ii) include evidence of the total expenditure of the Funding incurred to date, and
 - (iii) are submitted by the report due date.
- b) The Grantor reserves the right to delay payment of any Funding until the Grantor receives satisfactory Progress Reports. The Grantee must discuss any reporting delays with the Grantor as soon as the Grantee becomes aware of them.
- c) The Grantor will monitor progress by assessing reports the Grantee submits and may conduct site visits or request records to confirm details of the Grantee's reports, if necessary. The Grantor may need to re-examine claims, seek further information or request an independent audit of claims and payments.
- d) The Grantee must provide the Grantor with a final Grant acquittal (completion report) by 10 June (or the closest business day), which identifies:
 - (i) if and how the Grant and the Purpose has been achieved, and
 - (ii) the total expenditure incurred.
- e) If the Grantor provides the Grantee with a form which the Grantor wants the Progress Reports and/or the Final Report to conform to, the Grantee must use such form/s accordingly.
- f) The Grantee is to report to the Grantor any ad-hoc transport service delivery issues and complaints regarding the operation of the service during the Grant Period.

13. Right to audit

- a) The Grantor may at any time, upon reasonable written prior notice, audit or arrange for an audit of the Grantee's records, as are necessary to verify that:
 - (i) the Funding has been expended in accordance with the Terms and Conditions
 - (ii) the Terms and Conditions have otherwise been complied with, and
 - (iii) any reports submitted to the Grantor are an accurate statement of compliance.
- b) The Grantor may conduct annual on-demand transport related audits where officers may attend and perform audits, to ensure service providers are meeting their obligations under the Act. To help operators prepare for an audit, officers will provide an audit checklist.
- c) If non-conformances are identified, operators may receive one or more improvement notices. The notices will help operators understand what actions they need to take to fix any issues and specify a timeframe in which to do this.
- d) This clause survives the termination of this contract.

14. Provision of information

- a) The Grantee must promptly inform the Grantor of any changes to the Grantee's:
 - (i) name
 - (ii) address
 - (iii) nominated contact details, or
 - (iv) bank account details.
- b) The Grantee should promptly inform the Grantor if anything is likely to affect or delay the Grant and keep the Grantor apprised of all salient developments as and when they occur.

- c) If the Grantee becomes aware of a breach of any of the Terms and Conditions, the Grantee must contact the Grantor immediately.
- d) If the Grantor requests from the Grantee information, or access to information, relating in any way to this contract, the Grantee must promptly comply with such request.

15. Publication

- a) The Grantor may publicise the fact of the Grantor's Funding hereunder as, when, and howsoever the Grantor chooses.
- b) The Grantee consents to the Grantor publishing reports and documentation relating to the Funding and the Grant on any website or social media platform and using and disclosing this information for marketing or promotional purposes.
- c) The Grantee must comply with reasonable requests from the Grantor to provide photographs, video recordings or other promotional material relating to the funded vehicle and Grant activities for publicity, marketing, reporting and promotional purposes.

16. Third party grants

- a) The Grantee must provide the Grantor with the names and contact details of any third-party funders.
- b) The Grantee must allow those third-party funders to liaise with the Grantor and give the Grantor any information pertaining to:
 - (i) the Grantee
 - (ii) the Grantee's activities, and
 - (iii) the Grantee's finances.

17. Grantee behaviour

The Grantee will, in relation to the Funding, the Grant and the Grantee's business:

- a) act ethically and commercially prudently
- b) not do anything or allow anything to be done which causes or could cause the Grantor or the Minister for Transport to be publicly criticised, embarrassed, or ridiculed, and
- c) comply with all Laws and State policies and guidelines.

The Parties shall:

- a) work cooperatively at the senior management and officer levels
- b) maintain open communication, both formal and informal, to progress the objectives of this Agreement, and
- c) share information and knowledge as practicable.

18. Endorsements, Agency and Employment

- a) The Grantee agrees that nothing in this Agreement, including any acknowledgement of Grant funding required by this Agreement, constitutes an endorsement by the State of any goods or services provided by the Grantee.
- b) The Grantee must not represent itself, and must ensure that its employees, contractors, sub-contractors or agents do not represent themselves, as being an employee, partner or agent of the State, the Grantor, or the Department or as otherwise able to bind or represent the State, the Grantor, or the Department.

- c) The Grantee will not, by virtue of this Agreement, be or for any purpose be deemed to be, an employee, partner, or agent of the State, the Grantor, or the Department, or have any power or authority to bind or represent the State, the Grantor, or the Department.

19. Warranties

The Grantee warrants that all information provided or given by the Grantee or on the Grantee's behalf under, in relation to or preparatory to the Agreement, is true, correct, and complete and in no way misleading or deceptive.

If information is or becomes untrue or incorrect in any way, the Grantee shall promptly notify the Grantor in writing, giving the Grantor all relevant details.

20. Assignment

The Grantee may not assign, novate, transfer, or otherwise deal with the Agreement, or the Grantee's rights or obligations under the Agreement, except with the Grantor's prior written consent.

21. Insurance

- a) The Grantee shall take out and maintain (for the duration of the Grant Period), with a reputable and solvent insurer, the following insurances:
 - (i) public liability insurance with appropriate coverage in respect of each occurrence, covering legal liability to third parties for death, illness or injury to any person or the loss, destruction, damage to any property directly or indirectly caused by or arising out of the conduct of the Grantee's business
 - (ii) worker's compensation insurance covering all people driving the WAV or otherwise operating the WAV, and
 - (iii) comprehensive vehicle insurance for the Vehicle.
- b) Before the Grantee commences operating the WAV and promptly after any request in writing from the Grantor, the Grantee must provide to the Grantor a certificate of currency in respect of each insurance policy required under this Agreement, showing the:
 - (i) insurance policy numbers
 - (ii) expiry date of each policy, and
 - (iii) amount of insurance cover required to be held under the Agreement.

22. Limitation of liability

- a) The Grantor is not responsible or liable in any way for the success or otherwise of the Grant, or for any losses suffered by the Grantee in undertaking the Grant.
- b) The Grantee releases the Grantor from all liability in relation to:
 - (i) the Funding
 - (ii) the Grant
 - (iii) the Terms and Conditions, and
 - (iv) any related matter.
- c) The Grantee agrees that they will not make any claim against the Grantor, arising directly or indirectly in relation to the Funding, the Grant, the Terms and Conditions and any related matter.

- d) The Grantee agrees to indemnify the Grantor, the Grantor's officers, employees and agents from and against any loss, damage, claims, liability, suffered or incurred by or brought against the Grantor or any of the Grantor's officers, employees or agents caused by, arising out of, or relating directly or indirectly to any:
 - (i) act or omission by the Grantee or the Grantee's employees, contractors, officers, or agents
 - (ii) breach by the Grantee of the Grantee's obligations or warranties, or
 - (iii) breach of a Law by the Grantee or any of the Grantee's employees, contractors, officers, or agents.
- e) The Grantee's liability to indemnify the Grantor will be reduced proportionately to the extent that the Grantor's negligent or other tortious act or omission contributed to the relevant liability, loss, damage, or expense.
- f) The Grantor's right to be indemnified under this clause:
 - (i) is in addition to, and not exclusive of, any other right, power or remedy provided by Law, and
 - (ii) does not entitle the Grantor to be compensated in excess of the amount of the relevant liability, loss, damage, or expense.
- g) This clause survives the expiration or termination of this Agreement.
- h) All references to the Grantor in this clause 22 includes the Department and all references to the Grantor's officers and employees includes those of the Department.

23. Intellectual Property

The Grantee must not use any of the Grantor's, the Department's, or the State's trademarks, logos, or other intellectual property, without the Grantor's prior written consent and only then in accordance with the Grantor's written directions or requests.

24. GST Requirements

If the Grantee is registered for the Goods and Services Tax (GST), then to comply with GST requirements, the Grantee agrees that:

- a) The Grantor will issue Recipient Created Tax Invoices (RCTIs) in respect of the Grant, where appropriate
- b) The Grantee shall not issue tax invoices in respect of the Grant where the Grantor has generated a RCTI
- c) At the time of entering this Agreement the Grantee is registered for GST, and the Grantor will be notified immediately if GST registration ceases, and
- d) The Grantee will remit the GST liability on the Grant to the Australian Taxation Office.

25. Default and Termination

- a) If the Grantee breaches any of the Terms and Conditions or an event of default occurs, the Grantor may:
 - (i) suspend performance of the Grantor's obligations until such time as the Grantor is satisfied in the Grantor's absolute discretion that the Grantee has remedied the breach, or
 - (ii) terminate this Agreement by providing notice in writing, and this Agreement is then terminated from the date specified in that notice.

- b) An event of Default occurs if:
 - (i) the Grantee breaches any Provision of this Agreement which (if remediable) continues without remedy for five (5) Business Days after notice in writing has been served on the Grantee by the Grantor. This subclause does not limit any other part of this clause 25 in any way
 - (ii) the Grantee breaches any Provision, and such breach cannot be remedied. This subclause does not limit any other part of this clause 25 in any way
 - (iii) the Grantor believes, in its absolute discretion, that the Recipient is unwilling or unable to comply with any one or more of the Provisions
 - (iv) a material warranty given by or representation made by the Grantee is or becomes untrue, or
 - (v) the Grantee persistently, regularly, consistently or continually breaches the Provisions. This subclause does not limit any other part of this clause 25 in any way.
- c) The Grantor may further terminate the Agreement without notice if the Grantee is subject to any of the following:
 - a) an insolvency event
 - b) no longer authorised to operate under the Act
 - c) operates contrary to any requirement under the Act
 - d) repudiation of the Agreement, and
 - e) using an unauthorised driver or driver who is not appropriately qualified to operate WAVs, in accordance with the Regulations.
- d) If the Grantor terminates this Agreement:
 - (i) the Grantor has no further obligation to pay the Grantee the Funding or any part of the Funding which has not yet been paid to the Grantee
 - (ii) the Grantee must, on request by the Grantor, promptly pay to the Grantor an amount of money equal to some or all of the Funding (determinable at the Grantor's absolute discretion), and
 - (iii) the Grantor may recover as a debt from the Grantee any amount of any part of the Grant which the Grantee has expended, other than in accordance with the Terms and Conditions.

26. Notices

All requests, directions, consents, notices, notifications and other communications that may or must be given under the Agreement, to be valid and effective, must be in writing and sent to the addresses of the Nominated Officers and/or the authorised responsible officer of the ODBS.

27. Confidentiality

The Parties are to treat as confidential any Confidential Information or other information that comes into their possession, in relation to each other as a result of this Agreement and will not disclose this information to any person other than those of its employees, officers, agents and legal and financial advisers, who legitimately and reasonably require such Confidential Information in order to properly discharge the duties:

- a) which they were employed or engaged to discharge, or
- b) which they would ordinarily and reasonably be expected to discharge on account of such employment or engagement,
unless:
 - c) required to do so under or pursuant to a provision of a statute, law, regulation, local law or ordinance in operation in Australia from time to time, or
 - d) required to do so by virtue of an order or direction given to it by or on the part of the Parliament of the State or by Court or Tribunal of the relevant jurisdiction.

27A. Privacy Statement

DTMI collects your personal information for the purpose of administering grant and funding programs. Information is used solely for DTMI grant administration purposes.

DTMI handles personal information in accordance with the *Privacy and Responsible Information Sharing Act 2024* (WA) and other applicable legislation.

We will not disclose your information to third parties except where necessary for the purposes outlined above. If you do not provide the requested personal information, we may be unable to administer the grant funding.

You may access or correct your personal information by contacting the relevant grant program team or visiting our [Freedom of Information](#) page.

For further information, please refer to DTMI's Privacy Statement: transport.wa.gov.au/privacy

28. Freedom of Information

The Grantee acknowledges and agrees that this Agreement and information regarding it is subject to the *Freedom of Information Act 1992* and that the Grantor may publicly disclose information in relation to this Agreement, including its Terms and Conditions and the details of the Grantee.

29. Government Audit

- a) The Parties acknowledge and agree that, despite any provision of this Agreement to the contrary, the powers and responsibilities of the Auditor General under the *Financial Management Act 2006* (FAA) are not limited or affected by this Agreement. In addition, the Minister's requirements to report to parliament under FAA are not fettered by this Agreement.
- b) The Grantee is to allow DTMI, the Auditor General, or an authorised representative of either of these, to have access to and examine the Grantee's records and information concerning this Agreement.

Nominated Officers

- a) Each Party is to have a Nominated Officer to receive notices and other communications. They are to immediately inform the other Party of any changes to the Nominated Officer or to their contact details.
- b) Each Party is to send any written notice or other written communication to the other Party's Nominated Officer. Notice may be sent to the Nominated Officer by:
 - a) hand delivery
 - b) prepaid post, or
 - c) email.
- c) Each Party may nominate a new Nominated Officer to replace their current Nominated Officer, by giving written notice to the other Party, in accordance with this clause 30.

Nominated Officer Grantee		Nominated Officer Grantor	
Name		Name	
Title		Title	
Contact Number		Contact Number	
Contact Email		Contact Email	
Address		Address	

30. Trusts

If the Grantee is a trustee of a Trust:

- a) the Grantee enters into and is bound by this Agreement, both in its personal capacity and in its capacity as trustee of the Trust, and
- b) the Grantee represents and warrants to the State that, in respect of the Trust:
 - (i) it is the sole trustee of the Trust
 - (ii) it is a validly appointed trustee of the Trust and no action is proposed to remove it as trustee of the Trust
 - (iii) there has not been any contravention of or non-compliance with any of the terms of the Trust deed constituting the Trust
 - (iv) it has a right of indemnity out of the assets of the Trust, for all liabilities incurred by it under this Agreement and the assets of the Trust are sufficient to satisfy that right
 - (v) this Agreement does not conflict with the operation or terms of the Trust or the trust deed
 - (vi) it has full and valid power and authority under the Trust to enter into this Agreement and to carry out the transactions contemplated by this Agreement (including all proper authorisations and consents)
 - (vii) it enters into this Agreement and the transactions evidenced by it for the proper administration of the Trust and for the benefit of all of the beneficiaries of the Trust, and
 - (viii) it will not, without the State's consent (not to be unreasonably withheld or delayed), resign, allow the appointment of a substitute or additional trustee, terminate the trust or vary the terms of the Trust or resettlement the Trust.

SIGNED AS A DEED BY THE PARTIES:

Signature of Grantor:

Signed for and on behalf of
the Department of Transport and Major Infrastructure.
Dated: day of

Print name & position title

Signature of Witness:

Signature of Grantee:

Print name of Witness

[Signature of Principal of the Grantee]
Dated: day of

print name and title

Signature of Witness:

Signature of Witness:

Print name of Witness