

Appendix 6: Tripartite agreement

Victorian Aids and Equipment Program (A&EP) Vehicle Modifications: Deed between the Vehicle Owner, the A&EP Issuing Centre and the Vehicle Modifying Organisation

This deed is between:

Name & Address of Vehicle owner/s :

Owner(s) of registered vehicle (Registration number) :

and: ***Ballarat Health Services PO Box 577 Ballarat Victoria 3350***

ABN Number : 39 089 584 391

and: (name, address & ABN of Vehicle Modifying Organisation)

This deed is made on:

THE VICTORIAN A&EP ISSUING CENTRE AGREES:

1. to assist the vehicle owner by advising generally about the A&EP Vehicle Modification Subsidy Scheme Guidelines contained in Schedule A (as amended or replaced from time to time) (“Guidelines”), and the Vehicle Modification Subsidy Scheme;
2. to comply with the Guidelines; and
3. in accordance with the Guidelines, to pay the Vehicle Modifying Organisation the amount of \$ (“subsidy amount”) provided to it by the Secretary to the Department of Human Services.

THE VEHICLE MODIFYING ORGANISATION AGREES:

4. to comply with the Guidelines;
5. to make the vehicle modifications described in the plan contained in Schedule B (“vehicle modifications”) to the Vehicle by (insert date); and
6. to spend the subsidy amount on the vehicle modifications in accordance with the Guidelines and the plan contained in Schedule B.

THE VEHICLE OWNER AGREES:

7. to comply with the Guidelines;
8. to sign a deed in a form or to the effect of Schedule C;
9. to pay any cost resulting from the vehicle modifications;
10. in accordance with the Guidelines, to pay any costs of the vehicle modifications which are above the subsidy amount to the Vehicle Modification Organisation;
11. to release the Victorian A&EP Issuing Centre and its servants, agents and employees from all actions, suits, causes of action, claims, demands, expenses and costs which may arise from or relating to or connected with this deed, the Guidelines, the Victorian Aids and Equipment Program Vehicle Modification Subsidy Scheme or the modifications made to the vehicle by the Vehicle Modifying Organisation ("Release");
12. that despite anything contained in this deed, the Release is a continuing Release which will not cease on the completion, expiry or termination of this deed or any other discharge of this deed; and
13. that he / she does not, now or in the foreseeable future, intend terminating the use of the vehicle by (insert name of person who is intended to benefit from the modifications).

ALL PARTIES AGREE:

14. that this deed commences on the date it is last executed and ends on the latter of the date the Victorian A&EP Issuing Centre complies with item 3 of this deed and if applicable, the date the Vehicle Owner complies with item 10 of this deed, ("end date"); and
15. that from the end date, the vehicle modifications will be owned by the vehicle owner.

EXECUTED AS A DEED

SIGNED SEALED AND DELIVERED by)
(insert name) as authorised representative)
for the Victorian A&EP Issuing Centre in)
the presence of:

.....
Signature of witness

Name of witness (block letters)

Date:

.....
Signature of authorised representative

Date:

By executing this Deed the signatory warrants that the signatory is duly authorised to execute this Deed on behalf of the Victorian A&EP Issuing Centre

SIGNED SEALED AND DELIVERED by)
(insert name) as authorised representative)
for the Vehicle Modifying Organisation in)
the presence of:

.....
Signature of witness

Name of witness (block letters)

Date:

.....
Signature of authorised representative

Date:

By executing this Deed the signatory warrants that the signatory is duly authorised to execute this Deed on behalf of the Vehicle Modifying Organisation

SIGNED SEALED AND DELIVERED by)
the Vehicle Owner in the presence of:)
)

.....
Signature of witness

Name of witness (block letters)

Date:

).....
Signature of Vehicle Owner(s)

Date: