



Satellite Phone Subsidy Scheme Guidelines and Application

About the Scheme

The Satellite Phone Subsidy Scheme ('Scheme') is an Australian Government initiative to make mobile communications more accessible and affordable for people living or working in areas beyond CDMA, 3G or GSM terrestrial mobile coverage—including aviation and maritime users.

The Australian Government recognises that access to mobile communications is increasingly important in providing social and economic benefits. This Scheme is a significant part of an ongoing commitment to extending and improving the coverage of mobile services in regional, rural and remote areas of Australia.

If you are approved for a subsidy, and only after your application is approved, you will be able to buy a satellite mobile phone from a registered dealer for the retail price less the amount of the subsidy. After you have received your subsidy from the dealer, the dealer will claim reimbursement of the subsidy from the Department of Communications, Information Technology and the Arts (DCITA).

As part of the application process, applicants are required to execute a *Subsidy Agreement* and provide this with the *Application for Subsidy Form*. No contract is entered into unless and until the Administrator approves the application and the *Subsidy Agreement* is executed on behalf of the Commonwealth.

Applications close on 31 January 2009 and claim forms and dealer invoices will not be accepted after 31 May 2009. The Scheme ends in June 2009.

GUIDELINES FOR PURCHASERS

ELIGIBILITY CRITERIA

Who is eligible?

1. In order to receive the subsidy, you must satisfy each of the following criteria:
 - 1.1 You must be an Australian citizen or permanent resident, a business registered in Australia, or an organisation operating principally within Australia.
 - 1.2 You must be one of the following:
 - (a) a private individual;
 - (b) a community group (non government funded);
 - (c) a not-for-profit organisation with less than 20 full-time equivalent employees (non government funded);
 - (d) an Indigenous Corporation;
 - (e) a small business;
 - (f) a volunteer emergency service; or
 - (g) an educational institution.
 - 1.3 You must:
 - (a) have your principal place of residence or your principal operating address; or
 - (b) spend a substantial amount of time (no less than 120 calendar days per year for two years from the date the phone was purchased);in an area of Australia not served by current terrestrial mobile phone coverage or where terrestrial mobile phone coverage is not planned for introduction within 12 months of the application, including such an area in the air space or the Exclusive Economic Zone of Australia or Australia's external territories.
 - 1.4 None of the criteria for ineligibility (clause 3) apply.

2. For the purposes of these guidelines:

'educational institution' means an institution providing primary, secondary or tertiary education;

'Indigenous Corporation' means an Indigenous community council constituted or established under state or territory legislation, or an Indigenous incorporated association recognised as a 'local governing body' by the Australian or Northern Territory governments;

'principal operating address' means the physical street address where the main activity of the business or organisation takes place;

'principal place of residence' means the physical street address where you live on a permanent basis;

'small business' means a business with less than 20 full-time equivalent employees, including casual, part-time and contract workers;

'terrestrial mobile phone coverage' includes areas where coverage is possible with a properly installed car kit with external antennae;

'volunteer emergency service' means an emergency service organisation that is not principally government funded and which operates with predominantly unpaid, volunteer operational staff.

Who is NOT eligible?

3. You will not be eligible for the subsidy if any of the following ineligibility criteria apply:
 - 3.1 The phone is to be used solely or principally internationally.
 - 3.2 The phone is to be used as a demonstration, loan or rental satellite phone or for other similar purposes as part of satellite phone sales, marketing or client service strategies.

CONDITIONS FOR GRANT OF SUBSIDY

When can I purchase the phone?

4. Your application must be approved before you purchase the phone. The subsidy will not be paid for a phone you buy before you receive an *Approved Purchaser Form* or after the expiry date on the *Approved Purchaser Form*.
5. The *Approved Purchaser Form* will be posted—it will not be faxed or emailed.
6. Applications are approved or denied by the Administrator at our discretion. Dealers are not able to approve an application.
7. In making our decision, your application will be assessed against the eligibility criteria (clause 1) and the ineligibility criteria (clause 3).
8. Applications will be assessed in the order in which they are received.
9. We may require further information from you before a final decision is made. It is your responsibility to provide sufficient information in support of your application to the Administrator.
10. The signed *Subsidy Agreement* must be provided to DCITA with your completed *Application for Subsidy Form* for your application to be considered.
11. The subsidy may only be paid if you correctly execute the *Subsidy Agreement*, thereby agreeing to abide by the specified terms and conditions. Importantly, you must execute the *Subsidy Agreement* in the name of the relevant legal entity (e.g. if you are a company, you must use the full name of the company, not your business or trading name [if different]).
12. If your application is approved, the *Subsidy Agreement* will be executed by DCITA and a legally binding contract will govern the relationship between you and DCITA.

Note: No contract exists unless DCITA approves the application and executes the deed.

What does the subsidy cover?

13. The subsidy may only be used for the purchase of a satellite phone that is either handheld or non-handheld and used in a mobile environment. This includes phones that are installed and used in a vehicle or vessel.
14. Importantly, the subsidy is not available for phones that are fixed to a homestead, building or other immobile structure.
15. The subsidy also does not cover any ongoing bills, charges or the ongoing service of the service provider.

How much subsidy will be paid and when can I get it?

16. Assuming your application is successful, the amount of the subsidy that will be paid depends upon your principal address and the price of the phone you purchase.
17. If you have a principal place of residence or principal operating address in an area of Australia without terrestrial mobile phone coverage, you may receive up to 60% of the retail price of the phone, with a maximum amount of \$1100 (including GST), as a subsidy. Proof of address (as specified in the *Application for Subsidy Form*) is required to secure this subsidy.
18. If you do not meet the requirements set out in clause 17, you may receive up to 50% of the retail price of the phone, with a maximum amount of \$800 (including GST), as a subsidy if you spend a substantial amount of time in an area of Australia without terrestrial mobile phone coverage (no less than 120 calendar days per year for two years from the date the phone was purchased).
19. The *Guidelines for Dealers* specify the manner in which the subsidy is to be calculated. Once calculated by the dealer, this amount will be passed on to you in the form of a reduced price paid for the phone at the time you purchase the phone. The dealer will seek reimbursement of this amount from DCITA.
20. The provision of a subsidy is dependent upon the availability of funds. The maximum amount of the subsidy remains at the discretion of DCITA, and the amount of the subsidy, if any, may be varied during the term of the scheme.

How many subsidies may be paid?

21. Individuals may only apply for one subsidy per person.
22. Businesses and other organisations may apply for a maximum of two subsidies per business or group, with the exception of some Indigenous Corporations.
23. Indigenous Corporations that demonstrate a need to adequately service a number of remote communities may apply for more than two subsidies. The grant of additional subsidies is at the discretion of DCITA, and cannot be guaranteed.

Do I need to buy the phone from a particular dealer?

24. You must buy the phone from a dealer registered under the Scheme. However, a dealer may submit an *Application for Registration* at the same time as you submit an application nominating the dealer.
25. If your application is approved, you must buy, at the reduced price, using your own funds, your phone from the dealer specified on the *Approved Purchaser Form* provided to you by the Administrator.

Step 1 – Identify a dealer

Do not buy your satellite mobile phone yet. You must wait until your application has been approved by the DCITA Administrator.

Shop around and find the phone, service provider and dealer that best suits your needs. Identify whether the dealer is registered for the Scheme by asking the dealer or by contacting the Administrator. A subsidy will only be granted for a phone purchased from a registered dealer.

For information about phones and services, you can contact participating satellite mobile phone service providers. A list of providers is available from the Administrator or on the DCITA website: www.dcita.gov.au/satphone

Step 2 – Apply for the subsidy

Complete the attached *Application for Subsidy Form* and execute the *Subsidy Agreement*.

It is your responsibility to ensure that you correctly execute the *Subsidy Agreement*.

Note: Absence of contract

No legally binding contract exists until the Commonwealth executes the *Subsidy Agreement*. There is no guarantee that your application will be approved. An agreement is only entered into if your application is approved and the Commonwealth executes the deed.

Where you are applying for the higher subsidy level, you must provide certified proof of your principal place of residence or principal business operating address, as specified in the *Application for Subsidy Form*.

Post your completed application to the Administrator (at the address below). Applications will not be accepted via fax or email. The Administrator will only assess hard copy applications with original signatures.

Step 3 – Wait for approval

The Administrator will consider your application on its merits and in accordance with the *Guidelines for Purchasers*.

If your application is approved, you will be sent a letter and an *Approved Purchaser Form*. The dealer you selected will be notified at the same time. You will usually receive notification of approval within 10 to 15 business days of the Administrator receiving an application containing all the relevant information. You will also receive a copy of the *Subsidy Agreement* duly executed by DCITA.

You will be notified of whether you are entitled to the higher level of subsidy or the lower level of subsidy (clauses 17 and 18 of the *Guidelines for Purchasers*). The exact amount of the subsidy will be calculated by the dealer, in accordance with the *Guidelines for Dealers*.

You will have three months from the date on the *Approved Purchaser Form* to buy your phone. No Subsidy will be provided for a phone purchased after the expiry date. You may seek an extension of time from the Administrator prior to the expiry date. An extension may not necessarily be granted, and is at the discretion of the Administrator. If an extension is granted, a new *Approved Purchaser Form* will be issued to you.

If your application is denied, you will be duly notified and provided with reasons for the decision. The Administrator will endeavour to notify you promptly of such a decision. However, any delay in notification should not be interpreted as an indication that your application has been approved.

Step 4 – Purchase the phone

You must not purchase your phone before receiving your *Approved Purchaser Form* in Step 3 or you will not receive the subsidy. You must purchase your phone before the expiry date on the *Approved Purchaser Form* or you will not receive the subsidy.

When you buy your phone, at the reduced price, using your own funds, you must give the original of the *Approved Purchaser Form* to the dealer, and you must obtain from the dealer (under your own name) either a prepaid plan or a monthly access plan.

The dealer will charge you the retail price of the phone less the amount of the subsidy. You will not pay the full retail price for the phone. The dealer will then claim reimbursement from the Administrator.

You must not make any alterations to an *Approved Purchaser Form*, and the dealer cannot accept an *Approved Purchaser Form* with any changes on it, or that is a photocopy of an *Approved Purchaser Form*.

A person other than the purchaser may collect the phone if the person presents a written authorisation from the purchaser. This authorisation must contain both the purchaser's signature and the signature of the person who is collecting the satellite phone on the purchaser's behalf. The authorisation must be presented together with the original of the *Approved Purchaser Form*, certified copies of the purchaser's identification and evidence of the identity of the person collecting the phone.

Note: Change of dealer

The subsidy will only be paid if you purchase your phone from the dealer specified on the *Approved Purchaser Form*.

If you decide not to purchase from the registered dealer shown on the *Approved Purchaser Form*, you must notify the Administrator of the change of details immediately and in writing.

If the change of registered dealer is approved, the Administrator will then re-issue the *Approved Purchaser Form* to the new dealer. If you do not notify the Administrator of a change of dealer prior to purchasing the phone, the subsidy will not be paid.

Contacting the administrator

The Administrator can be contacted as follows:

The Administrator
Satellite Phone Subsidy Scheme
Department of Communications,
Information Technology and the Arts
GPO Box 2154
CANBERRA ACT 2601

Website: www.dcita.gov.au/satphone

Phone: 1800 674 058 (free call from a fixed phone)

Fax: 02 6271 1078

Email: satphone@dcita.gov.au



Australian Government

Department of Communications,
Information Technology and the Arts

Satellite Phone Subsidy Scheme Application for Subsidy Form

Before you complete this form, please read the *Guidelines for Purchasers, Instructions on How to Apply* and the *Subsidy Agreement*. These documents are available on the DCITA website at www.dcita.gov.au/satphone

Please note that all fields on this form are mandatory for all applicants, unless otherwise noted. Failure to fill out all relevant fields or attach copies of documents required will cause delays in the processing of your application. The Administrator may require further information from you before your application is assessed.

1 Have you already purchased the phone?
No Yes You are **not** eligible to apply

2 How many subsidies are you applying for?
One Two Other (Indigenous Corporations only)

3 Have you applied for a satellite phone subsidy previously under this or any other Australian state or territory scheme?
No Go to question 5
Yes Go to question 4

4 Have you been approved for a satellite phone subsidy previously?
No Go to question 5
Yes If subsidy was provided under a government scheme, give previous approval number

Phone purchaser's details

5 Is this application for a: (*please tick one box only*)
(Note: refer to the *Guidelines for Purchasers* for a definition of these terms)

- Private individual
- Small business
- Community group (non government funded)
- Indigenous Corporation
- Volunteer emergency service
- Not-for-profit organisation with less than 20 full-time equivalent employees (non government funded)
- Educational institution
- Other (describe)

Declaration

I declare that:

- (a) I have read, understood, and agree to comply with, the *Guidelines for Purchasers* and the *Instructions on How to Apply* applicable to the Scheme;
- (b) I understand that I must not purchase the phone unless and until I am notified that my application for subsidy has been approved and I am sent an *Approved Purchaser Form*;
- (c) I have duly executed the *Subsidy Agreement*;
- (d) I acknowledge and understand that no legally binding contract will exist with the Commonwealth unless and until the Administrator approves my application and the Commonwealth executes the *Subsidy Agreement*;
- (e) other than as listed in question 4, I have not (or the organisation has not) received any other type of government-funded subsidy (apart from a tax rebate) for a satellite mobile phone; and
- (f) to the best of my knowledge, the information I have provided in this application is complete and correct in all respects.

Signature	<input type="text"/>
Name	<input type="text"/>
Position	<input type="text"/>
Date	<input type="text" value="/ /"/>

WARNING: It is an offence for a person to obtain a financial advantage from the Commonwealth where the person is not entitled to the financial advantage or the person dishonestly obtains the financial advantage (clauses 134.2 and 135.2 of the Schedule to the *Criminal Code Act 1995* (the Act)). Giving false or misleading information is also a serious offence (clauses 136.1 and 137.1 of the Schedule to the Act). Serious penalties apply in relation to these offences, including imprisonment.

PRIVACY: The information provided by an applicant in this *Application for Subsidy* form is primarily collected by DCITA for the purposes of allowing DCITA to assess the applicant's eligibility for a subsidy under the Scheme. Personal information provided to DCITA may be used by DCITA and/or disclosed to third parties for the purposes of program administration, evaluation or policy development, or otherwise as required by law.

Checklist

Before posting your *Application for Subsidy Form* and *Subsidy Agreement*, ensure that you have:

- answered all questions on the *Application for Subsidy Form*
- signed and dated the Declaration of the *Application for Subsidy Form*
- if you ticked 7a, attached certificate proof of address
- filled out your details on page one of the *Subsidy Agreement*
- in presence of a witness, signed and dated the relevant *Subsidy Agreement Execution page*
- included the *Application for Subsidy Form* and *Subsidy Agreement*

Post your completed application and executed *Subsidy Agreement* to:

The Administrator
Satellite Phone Subsidy Scheme
Department of Communications,
Information Technology and the Arts
GPO Box 2154
CANBERRA ACT 2601

Applications will not be accepted via fax or email



Australian Government

Department of Communications,
Information Technology and the Arts

Satellite Phone Subsidy Scheme Subsidy Agreement

This Agreement is made between:
(‘Us’, ‘We’ or ‘Our’ as the case requires)

AND

Full name of individual/business or other organisation
(‘You’ or ‘Your’ as the case requires)

NOTE: The business or organisation name must be the full registered name consistent with the ASIC and/or ABR registers not a trading name (refer to www.abr.gov.au and www.asic.gov.au). A trustee must execute the agreement on behalf of a trust.

Street address/registered office

Approved purchaser number(s):
(To be completed by DCITA only if the Application is approved)

COMMONWEALTH OF AUSTRALIA, represented by the Department of Communications, Information Technology and the Arts (DCITA)
ABN: 51 491 646 726

ABN (if applicable)

Postcode

1 Definitions

For the purposes of this Agreement, the following definitions apply:

‘Administrator’ means Our officer responsible for administering the Scheme;

‘Application’ means Your application for one or more Subsidies under the Scheme;

‘Approved Purchaser Form’ means the form We provide to You, in accordance with the Guidelines and the Instructions, for provision to the Dealer when purchasing the Phone;

‘Dealer’ means a person or business entity that sells Phones, is registered under the Scheme and is specified in the Approved Purchaser Form;

‘Expiry Date’ means the date specified on the Approved Purchaser Form as the last day on which You may purchase the Phone;

‘Guidelines’ means the ‘Guidelines for Purchasers’ applicable to the Scheme;

‘Instructions’ means the ‘Instructions on How to Apply’ applicable to the Scheme;

‘Phone’ means a satellite phone that is either handheld or non-handheld and used in a mobile environment;

‘Plan’ means the agreement between You and the Service Provider in relation to applicable charges for the use of the Phone;

‘Privacy Act’ means the *Privacy Act 1988* (Cth);

‘Retail Price’ means the net amount a customer would pay for the Phone in the absence of the Subsidy, which will generally be the recommended retail price of the Phone less any promotional discount or rebate;

‘Scheme’ means the Satellite Phone Subsidy Scheme administered by Us;

‘Service Provider’ means the provider of the satellite phone service;

‘Subsidy’ means the amount to be paid by Us to the Dealer to subsidise the purchase price of the Phone, calculated in accordance with the ‘Guidelines for Dealers’ applicable to the Scheme.

2 Term of this Agreement

- 2.1 The term of this Agreement commences on the date on which this Agreement was signed by Us and, unless terminated earlier, it expires on the day two calendar years after the Expiry Date.
- 2.2 You acknowledge and accept that no legally binding contract is entered into between the Parties unless and until We approve the Application and We execute this Agreement.

3 Subsidy conditions

- 3.1 You agree that You have made Your own inquiries and You have selected the Phone, Plan, Dealer and Service Provider that best suits Your needs.
- 3.2 We do not accept any liability for Your choice of Phone, Plan, Dealer or Service Provider.
- 3.3 You agree that We are not liable for any ongoing bills or charges in relation to the use of the Phone.
- 3.4 We do not accept liability for the failure of a Service Provider to continue to provide a service.
- 3.5 You agree to produce the Phone bought under this Scheme if requested by Us within 10 business days.
- 3.6 You agree to provide any information requested by Us within 10 business days.

- 3.7 You agree to pay to the Dealer the difference between the retail price of the Phone and the Subsidy, as well as other costs associated with the purchase and operation of the phone, and You acknowledge that the Dealer who supplies the Phone will be reimbursed by Us for the Subsidy.
- 3.8 You agree that You are not entitled to the Subsidy if the Phone was purchased, supplied or connected prior Our approval of the Application.
- 3.9 You agree that You are not entitled to the Subsidy if the Phone was purchased, supplied or connected after the Expiry Date.
- 3.10 You agree to comply with the requirements set out in the Guidelines and Instructions.
- 3.11 If You applied for more than one Subsidy, You agree that this Agreement applies to each individual Subsidy approved by Us.

4 Repayment of subsidy

- 4.1 If any of the following events occur during the Term of this Agreement:
 - (a) Your circumstances change so that, had those circumstances existed at the time of your Application, You would not have been eligible to receive a Subsidy under the Guidelines;
 - (b) You sell the Phone; or
 - (c) You fail to comply with the terms of this Agreement;You must notify the Administrator within 10 business days and We may, at any time, give You notice in writing requiring You to repay the Subsidy to Us within 30 calendar days.
- 4.2 If at any time We conclude that a statement made in the Application was incorrect, incomplete, false or misleading in a way that would have affected the original decision to approve the Application, We may give you notice in writing requiring You to repay the Subsidy to Us within 30 calendar days.
- 4.3 The operation of this clause 4 survives the expiration or earlier termination of the Term of the Agreement.

5 Disclosure of information

- 5.1 You acknowledge that We may be required to disclose information in relation to the Scheme, as required by the operation of any law, judicial or parliamentary body or governmental agency.
- 5.2 You recognise and accept that We can give no undertaking to treat information contained in the Application or this Agreement as confidential.
- 5.3 We may prepare an evaluation report in relation to the Scheme. This report may include information You (and other third parties, as applicable) have provided to Us in relation to the Scheme, and You agree that We may publish a copy of this report.

6 Privacy

- 6.1 You acknowledge that We are required to comply with the Information Privacy Principles (IPPs) in the Privacy Act.
- 6.2 You acknowledge that the information provided in the Application is provided for the purpose of allowing Us to assess Your eligibility for a Subsidy under the Scheme.
- 6.3 You agree that the Dealer may provide details about your Phone account to Us.
- 6.4 You agree that information about your Phone account and information contained in your Application may be provided by Us to other persons, bodies or agencies for the purposes of program administration, evaluation or policy development, or otherwise as required by law.
- 6.5 You acknowledge that the Dealer and the Service Provider may be bound by the National Privacy Principles (NPPs) in the Privacy Act and you consent to the Dealer and the Service Provider, whether or not bound by the NPPs, providing personal information about You to Us at Our request.
- 6.6 You agree that We may provide a copy of this Agreement to the Dealer and the Service Provider.

7 Charges, taxes and duties

- 7.1 You agree to establish and maintain an account (either pre-paid or monthly) in Your name for the Phone with a Service Provider, and to take responsibility for all ongoing charges and costs associated with the use of the Phone, for the Term of this Agreement.
- 7.2 You agree to pay for the Phone and all ongoing charges and costs associated with the use of the Phone from Your own funds.
- 7.3 All taxes, duties and government charges, if any, imposed or levied in Australia or overseas in connection with this Agreement must be borne by You.

8 Entire Agreement and variation

- 8.1 You acknowledge that this Agreement contains the entire agreement between You and Us in relation to the Scheme, and that it takes precedence over the Application and any other prior correspondence between the Parties in relation the Scheme.
- 8.2 This Agreement may only be varied by the written agreement of the Parties.

9 Assignment and novation

- 9.1 You must not assign Your rights under this Agreement without prior written approval from Us.
- 9.2 You agree not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of this Agreement without first consulting Us.

10 Applicable law

- 10.1 The laws of the Australian Capital Territory apply to this Agreement.

Subsidy Agreement Execution page

to be completed by a business or other organisation, including trustees acting on behalf of trust beneficiaries

- Note:**
- If further space is required for the signature of other partners or trustees, attach an additional sheet of paper.
 - Complete this page before submitting your application, DCITA will countersign this page if your subsidy is approved.

EXECUTION (FOR BUSINESS AND OTHER ORGANISATIONS, INCLUDING TRUSTS)

Executed by the parties as a Deed

Signed, sealed and delivered by:

Your full name

Your position (i.e. Director, Trustee, Partner)

Your signature or Common Seal (if applicable)

Full name of additional signatory (if applicable)

Position of additional signatory (i.e. Director, Trustee, Partner)

Signature of additional signatory

who, by signing warrant that they have the authority to bind

Full name of business or organisation

ABN (if applicable)

In the presence of:

Full name of your witness

Occupation of your witness (i.e. Director, Secretary, Partner)

Signature of your witness

AND

Signed, sealed and delivered for and on behalf of the **COMMONWEALTH OF AUSTRALIA**, represented by and acting through the Department of Communications, Information Technology and the Arts (DCITA) ABN: 51 491 646 726 by

Full name of DCITA officer

On

Signature of DCITA officer

In the presence of:

Full name of DCITA witness

Signature of DCITA witness

Subsidy Agreement Execution page

to be completed by individuals only

Note: • Complete this page before submitting your application, DCITA will countersign this page if your subsidy is approved.

EXECUTION (FOR INDIVIDUALS ONLY)

Executed by the parties as a Deed

Signed, sealed and delivered by:

Your full name

Your signature



In the presence of:

Full name of your witness

Signature of your witness



Occupation of
your witness

AND

Signed, sealed and delivered for and on behalf of the
COMMONWEALTH OF AUSTRALIA, represented by and acting through the
Department of Communications, Information Technology and the Arts (DCITA)
ABN: 51 491 646 726 by

Full name of DCITA officer

Signature of DCITA officer



On

In the presence of:

Full name of DCITA witness

Signature of DCITA witness

