



Australian Government

Department of Broadband,
Communications and the Digital Economy

Satellite Phone Subsidy Scheme 2008–09 Guidelines and Application

About the Scheme

The Satellite Phone Subsidy Scheme (the Scheme) is an Australian Government initiative to make mobile communications more accessible and affordable for people living or working in areas beyond 3G or GSM terrestrial mobile coverage—including aviation and maritime users. The Scheme is administered by the Department of Broadband, Communications and the Digital Economy (the Department).

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

If you are approved for a subsidy, you will be able to buy a satellite mobile phone from a registered dealer for the retail price less the amount of the subsidy. Approved applicants can receive up to 60% of the retail price of a satellite phone, to a maximum of \$1000 (including GST).

The final date for receipt of applications is Friday 3 April 2009.

The final validity date for approvals is Friday 15 May 2009 and all phone purchases must be completed by that date.

The Scheme ends on Tuesday 30 June 2009.

INSTRUCTIONS ON HOW TO APPLY

IMPORTANT: Do not buy your satellite mobile phone yet. You must wait until your application has been approved and you have received the appropriate paperwork from the Department.

A list of Terms and Definitions is on page 8.

Step 1—Read the guidelines and conditions

You **must** read pages 1–3 of this form to work out whether you may be eligible to apply for the Scheme. You should also read the Subsidy Agreement on pages 8–9.

Step 2—Identify a dealer

Shop around and find the phone, service provider and dealer that best suits your needs but **do not buy the phone yet.**

Determine whether the dealer is registered for the Scheme by asking the dealer or by contacting the Administrator. A subsidy will only be provided to an eligible person or organisation for a phone purchased from a registered dealer.

For information about phones and services, you can contact participating satellite mobile phone dealers. A list of dealers is available on the Department's website at www.dbcde.gov.au/satphone or by calling 1800 674 058.

Step 3—Apply for the subsidy

Complete the attached *Application for Subsidy Form* (which includes the Subsidy Agreement). The subsidy may only be paid if you correctly complete and sign the form, thereby agreeing to abide by the specified terms and conditions.

For help with your application contact the Scheme's Administrator on:

Phone: **1800 674 058** (free call from a fixed phone)
Fax: **(02) 6271 1078**
Email: satphone@dbcde.gov.au
Or visit: www.dbcde.gov.au/satphone

Step 4—Post your application

Post your completed application to:

The Administrator
Satellite Phone Subsidy Scheme
Department of Broadband, Communications and
the Digital Economy
GPO Box 2154
CANBERRA ACT 2601

**The final date for receipt of applications is
Friday 3 April 2009.**

Note: Applications will not be accepted via fax or email. Only original hard copy applications will be assessed.

What happens then?

You will usually receive notification of the outcome of your application within 10 to 15 business days of the Scheme's Administrator receiving an application containing all the relevant information. We may need more information from you before a final decision is made and it is your responsibility to provide sufficient information in support of your application if requested.

Applications will be assessed in the order in which they are received by the Administrator.

If your application is rejected you will be notified in writing and provided with reasons for the decision.

If your application is approved:

- You will be sent a letter, an *Approved Purchaser Form* and a copy of the Subsidy Agreement duly executed by the Department. The dealer you selected will be notified at the same time.
- You will be notified whether you are entitled to the higher level of subsidy or the lower level of subsidy (as explained in the 'Guidelines for Purchasers' on pages 2–3 of this form). The exact amount of the subsidy will be calculated by the dealer, in accordance with the Guidelines for Dealers.
- You must purchase your phone on or before the expiry date stated on the *Approved Purchaser Form*. No Subsidy will be provided for a phone purchased after Friday 15 May 2009.

GUIDELINES FOR PURCHASERS

What does the subsidy cover?

The subsidy is for the purchase of a satellite phone that is either:

- handheld or
- non-handheld and used in a mobile environment, such as phones that are installed and used in a vehicle or vessel.

Importantly, the subsidy is not available for phones that are fixed to a homestead, building or other immobile structure. The subsidy also does not cover any ongoing bills, charges or the ongoing service of the service provider.

Who is eligible for a subsidy?

You must be an Australian citizen or permanent resident, or be a registered business in Australia. You must live, work, or operate a business in an area not served by a current terrestrial mobile phone service. This includes Australia's air space, external territories and Exclusive Economic Zone.

You must be one of the following:

- a private individual
- a community group (non government funded)
- a not-for-profit organisation with less than 20 full-time equivalent employees—including casual and part-time (non government funded)
- an Indigenous Corporation
- a small business
- a volunteer emergency service or
- an educational institution

and you must either:

- live (have your principal place of residence) or run a business (have your principal operating address) or
- 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 where terrestrial mobile phone coverage is not available.

Who is not eligible for a subsidy?

You will not be eligible for the subsidy if:

- the phone is to be used solely or principally outside of Australia
- 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 or
- you have received any other type of government-funded subsidy (apart from a tax rebate) for a satellite mobile phone.

What level of subsidy is available?

If your application is successful, the amount of the subsidy that will be paid depends on your principal address and the price of the phone you purchase.

1. A subsidy of up to 60% of the retail price of the phone, to a maximum of \$1000 (including GST) is available if you live or operate a business in an area of Australia without terrestrial mobile phone coverage. You will need to provide proof of address to receive this level of subsidy.

2. A subsidy of up to 50% of the retail price of the phone, to a maximum of \$700 (including GST) is available if you live or operate a business in an area that has terrestrial mobile phone coverage, but spend a substantial amount of time in an area of Australia without coverage (i.e. no less than 120 calendar days per year for two years from the date the phone was purchased).

The Guidelines for Dealers specify how the subsidy is 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 then seek reimbursement of this amount from the Department.

The provision of a subsidy is dependent upon the availability of funds. The maximum amount of the subsidy remains at the discretion of the Department, and the amount of the subsidy, if any, may be varied during the term of the scheme.

How many subsidies can be applied for?

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

When can the phone be purchased?

If your application for a subsidy is approved, you will be sent an *Approved Purchaser Form* and a signed copy of the Subsidy Agreement. You must not purchase the phone before you receive the *Approved Purchaser Form* and you must purchase the phone on or before the expiry date on the *Approved Purchaser Form*.

Does the phone need to be purchased from a particular dealer?

You must buy the phone from a dealer registered under the Scheme. A dealer may apply for registration (by submitting an Application for Registration) at the same time as you submit an application that nominates that dealer.

If your application is approved, you must buy your phone from the dealer specified on the *Approved Purchaser Form* provided to you by the Administrator. The only exception is where a change of dealer has been approved by the Administrator.

WARNING

It is an offence for a person to make false or misleading statements or to give false or misleading information (sections 136.1 and 137.1 of the Commonwealth *Criminal Code Act 1995*). Serious penalties, including imprisonment, apply in relation to these offences.

PRIVACY

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

CHECKLISTS

When you have completed your form, please complete the appropriate checklist below before posting your application.

Checklist for individuals

Before posting this application, ensure that you have:

- Completed Parts A, B, D, E, F and G.
Do not complete Parts C and H.
- If you ticked 20(a) in Part C, attached documents to establish proof of your address
- Signed the Subsidy Agreement at Part F in the presence of a witness
- Removed pages 1–4 of this form to keep for your reference.

Checklist for businesses/organisations

Before posting this application, ensure that you have:

- Completed Parts A, C, D, E, F and H.
Do not complete Parts B and G.
- If you ticked 20(a) in Part D, attached documents to establish proof of the principal operating address of the business/organisation
- Signed the Subsidy Agreement at Part H in the presence of a witness
- Removed pages 1–4 of this form to keep for your reference.

Please keep these information pages for your reference

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PART B – Individual’s details

Only complete this Part if you are applying as an **individual**. If you are applying on behalf of a business or organisation, you need to complete Part C.

8 Individual’s name

Family name

Given name

9 Address of your principal place of residence

Postcode

Postal address (if different)

Postcode

10 Work phone

(STD)

Home phone

(STD)

Mobile phone

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Fax

(STD)

Email

11 Your occupation

12 Are you an Australian citizen or permanent resident?

Yes No

▶▶ Now go to PART D, you do not need to complete PART C.

PART C – Business/Organisation’s details

Only complete this Part if you are applying on behalf of a **business or organisation**.

13 Type of business or organisation

- 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)

14 Name of business/organisation

15 Australian Business Number (ABN)

16 Details of principal contact person

Name

Position in the business/organisation

Work phone

(STD)

Mobile phone

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Fax

(STD)

Email

17 Principal operating address of the business/organisation

Postcode

Postal address (if different)

Postcode

18 How many people (equivalent to full-time) are employed by the business/organisation including casual, part-time and contract workers?

TERMS AND DEFINITIONS

For the purposes of this form:

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.

Dealer means a seller of Phones, that is registered under the Scheme and is specified in the Approved Purchaser Form.

Educational institution means an institution providing primary, secondary or tertiary education.

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.

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.

Instructions means the 'Instructions on How to Apply' applicable to the Scheme.

Party means a party to this agreement.

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 the Phone carriage service.

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.

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 Phone carriage service.

Small business means a business with less than 20 full-time equivalent employees, including casual, part-time and contract workers.

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.

Terrestrial mobile phone coverage includes areas where coverage is possible with a properly installed car kit with external antennae.

Us, We, Our (as the case requires) means the COMMONWEALTH OF AUSTRALIA, represented by and acting through the Department of Broadband, Communications and the Digital Economy (the Department) ABN: 51 491 646 726.

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

You, Your (as the case requires) means the individual/business or other organisation

SUBSIDY AGREEMENT

1. Term of the Agreement

- 1.1 The Term of the Agreement commences on the date on which the Agreement is signed by Us and, unless terminated earlier, it expires two years after the expiry date.
- 1.2 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 the Agreement.

2. Subsidy conditions

- 2.1 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.
- 2.2 We do not accept any liability for Your choice of phone, plan, dealer or service provider.
- 2.3 You agree to maintain a connection for the phone for the Term of the Agreement.
- 2.4 You acknowledge that We:
 - (a) are not liable for any ongoing bills or charges in relation to the use of the phone, and
 - (b) are not liable for any failure by a service provider to provide, or continue to provide, You with a service.
- 2.5 You agree to produce the phone purchased under this Scheme if requested by Us within 10 business days.
- 2.6 You agree to provide any information in connection with Your Application or phone purchase under the Scheme, as requested by Us within 10 business days.
- 2.7 You agree to pay to the dealer the difference between the retail price and the Subsidy, as well as other costs associated with the purchase and operation of the phone (including any plan), and You acknowledge that the dealer who supplies the phone will be reimbursed by Us for the Subsidy.
- 2.8 You agree that You are not entitled to the Subsidy if the phone was purchased, supplied or connected either:
 - (a) prior to our approval of the Application, or
 - (b) after the expiry date.
- 2.9 You agree to comply with the requirements set out in the Guidelines and Instructions.
- 2.10 If You applied for more than one Subsidy, You agree that the Agreement applies to each individual Subsidy approved by Us.

3. Repayment of subsidy

- 3.1 You must notify the Administrator immediately of:
 - (a) any change in Your circumstances that would render You ineligible to receive a Subsidy under the Guidelines
 - (b) You selling or otherwise disposing of the phone or
 - (c) You failing to comply with the terms of the Agreement.
- 3.2 Upon receipt of the notice given under clause 3.2, or if We otherwise become aware of any of the circumstances listed at clause 3.1 applying to You, We may require You by written notice to repay the Subsidy to Us within 30 calendar days.
- 3.3 If We are satisfied that any statement made in Your Application was incorrect, false or misleading in a way which would have affected the original decision to approve Your Application, We may require You by written notice to repay the Subsidy to Us within 30 calendar days.

4. Disclosure of information

- 4.1 You acknowledge that We may be required to disclose information in relation to Your Application and phone purchase under the Scheme, as required by the operation of any law, judicial or parliamentary body or governmental agency.
- 4.2 No information contained in the Application or Agreement will be treated as confidential.
- 4.3 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.

5. Privacy

- 5.1 You acknowledge that We are required to comply with the Information Privacy Principles (IPPs) in the *Privacy Act 1988* (Cth) (the Privacy Act).
- 5.2 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.
- 5.3 You agree that the service provider may provide details about Your phone account to Us.
- 5.4 You agree that information:
 - (a) about Your phone account or plan and/or
 - (b) contained in Your Applicationmay be provided by Us to other entities for the purposes of administration or evaluation of the Scheme or policy development, or otherwise as required by law.
- 5.5 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.
- 5.6 You agree that We may provide a copy of the Agreement to the dealer and the service provider.

6. Charges, taxes and duties

- 6.1 You agree to establish and maintain a phone plan (either pre-paid, monthly or fixed-term) 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 the Agreement.
- 6.2 You agree to pay for the phone and all ongoing charges and costs associated with the use of the phone from Your own funds.
- 6.3 All taxes, duties and government charges, if any, imposed or levied in Australia or overseas in connection with the Agreement must be borne by You.

7. Entire Agreement and variation

- 7.1 You acknowledge that the 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 to the Scheme.
- 7.2 The Agreement may only be varied by the written agreement of the parties.

8. Assignment and novation

- 8.1 You must not assign Your rights under the Agreement without prior written approval from Us.
- 8.2 You must consult with Us prior to entering into negotiations with any other person in respect of a proposed novation of the Agreement.

9. Applicable law and survivorship

- 9.1 The laws of the Australian Capital Territory apply to the Agreement.
- 9.2 The operation of clauses 4, 5 and 6 survive the expiration or earlier termination of the Term of the Agreement.

PART G – SUBSIDY AGREEMENT for individuals

▶▶ **IMPORTANT: Only complete this Subsidy Agreement if You are applying as an INDIVIDUAL.** If You are applying on behalf of a business or organisation, You need to complete the Subsidy Agreement at PART H.

- You must complete this Agreement before submitting Your application. The Department will countersign this page if Your subsidy is approved.
- You must sign this Agreement in the presence of a witness.

Signed, sealed and delivered by the individual ('You' or 'Your' as the case requires):

Your full name

Your signature

In the presence of:

Full name of Your witness

Signature of Your witness

Date

AND

Signed, sealed and delivered for and on behalf of the **COMMONWEALTH OF AUSTRALIA**, represented by and acting through the Department of Broadband, Communications and the Digital Economy (the Department) ABN: 51 491 646 726 ('Us', 'We' or 'Our' as the case requires) by:

Full name of the Department officer

Signature of the Department officer

In the presence of:

Full name of the Department witness

Signature of the Department witness

Date

Approved purchaser number (to be completed by the Department only if the application is approved)

PART H – SUBSIDY AGREEMENT for a business or organisation

▶ **IMPORTANT: Only complete this Subsidy Agreement if You are applying as a BUSINESS or ORGANISATION,** including trustees acting on behalf of trust beneficiaries.

- This Subsidy Agreement must be completed before submitting this application. The Department will countersign this page if Your subsidy is approved.
- This Subsidy Agreement must be executed 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]).
- If further space is required for the signature of other partners or trustees, attach an additional sheet of paper.
- This Agreement must be signed in the presence of a witness.
- A trustee must execute this agreement on behalf of a trust.

Signed, sealed and delivered for and on behalf of the business or organisation ('You' or 'Your' as the case requires) by:

Your full name

Your signature

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

Full name of additional signatory (if applicable)

Signature of additional signatory

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

Who, by signing warrant that they have the authority to bind:

Full name of business or organisation
(This 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)

ABN (if applicable)

In the presence of:

Full name of Your witness

Signature of Your witness

Occupation of Your witness (i.e. Director, Trustee, Partner)

Date

AND

Signed, sealed and delivered for and on behalf of the **COMMONWEALTH OF AUSTRALIA**, represented by and acting through the Department of Broadband, Communications and the Digital Economy (the Department) ABN: 51 491 646 726 ('Us', 'We' or 'Our' as the case requires) by:

Full name of the Department officer

Signature of the Department officer

In the presence of:

Full name of the Department witness

Signature of the Department witness

Date

Approved purchaser number (to be completed by the Department only if the application is approved)

Common Seal of business/organisation (if applicable)