

## **ELECTRIC VEHICLE SUBSIDY TERMS AND CONDITIONS**

### **PREAMBLE**

To support the uptake of electric vehicles the South Australian Government has introduced an electric vehicle subsidy package. This package includes a \$3000 subsidy and a 3-year registration exemption for eligible new battery electric and hydrogen fuel cell vehicles.

These terms and conditions relate to the \$3000 subsidy.

A \$3000 subsidy is available for new battery electric vehicles and hydrogen fuel cell electric vehicles:

- registered on or after 28 October 2021; and
- where a binding contract of sale was entered into on or before 31 December 2023; and
- on the terms and conditions set out in this Agreement.

### **1. ELIGIBILITY CRITERIA**

1.1. For a vehicle to be eligible for the Subsidy, the following criteria applies:

- a) The vehicle must be a new battery electric vehicle or hydrogen fuel cell electric vehicle registered for the first time on or after 28 October 2021<sup>1</sup>; and
- b) The vehicle must be valued below a price cap of \$68,750 (inclusive of GST). The price cap is based on the dutiable value of the vehicle for stamp duty purposes under the *Stamp Duties Act 1923*; and
- c) The vehicle must be registered in South Australia; and
- d) A legally binding contract of sale for the vehicle must have been entered into on or before 31 December 2023; and
- e) An electric vehicle subsidy from another state or territory in Australia must not have been received on the vehicle; and
- f) The vehicle must not be a motor bike, heavy vehicle or special purpose vehicle.<sup>2</sup>

1.2. Only one Subsidy can be claimed on a vehicle.

1.3. An individual can access the Subsidy for one eligible new vehicle registered in South Australia.

1.4. A Business or Organisation with a registered office or place of business in South Australia can access the Subsidy for up to two eligible new vehicles registered in South Australia for business purposes.

1.5. The Subsidy is not available to:

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<sup>1</sup> Note different registration requirements apply for dealer demonstrator vehicles.

<sup>2</sup> As defined under the *Motor Vehicles Act 1959* and *Motor Vehicles Regulations 2010*

- a) Federal, State and Local Government entities;
- b) Licensed motor vehicle dealers.

- 1.6. The Subsidy is available for Dealer demonstrator vehicles that are on-sold from a dealership. To be eligible the vehicle must meet the criteria of a demonstrator vehicle for the purposes of a stamp duty exemption<sup>3</sup>. The contract of sale / tax invoice must clearly state that the vehicle is a demonstrator vehicle and include the number of kilometres travelled by the vehicle.
- 1.7. The date of first registration for dealer demonstrator vehicles for the purpose of the Subsidy will be when the vehicle is first registered in the name of the individual or Business/Organisation purchasing a demonstrator vehicle, not when a vehicle was registered by the licensed motor vehicle dealer for demonstration purposes.
- 1.8. Vehicles purchased through leasing arrangements are eligible for the Subsidy if the vehicle is registered in the name of the individual or Business/Organisation and all other eligibility criteria are met. The Subsidy cap of one per individual and two per Business/Organisation still applies.

## **2. AVAILABLE FUNDING**

- 2.1. Subject to the terms and conditions of this Agreement, a \$3000 subsidy is available for vehicles that meet the criteria, subject to an overall cap of 7000 subsidies.

## **3. OPENING DATE**

- 3.1. The Subsidy is available for eligible vehicles first registered on or after 28 October 2021.

## **4. CLOSING DATE**

- 4.1. The scheme will close to applications on 31 December 2024. Any applications received after this date will not be considered.

## **5. HOW TO APPLY**

- 5.1. Applicants for the Subsidy must complete and submit to DTF, the online application form available at:

<https://www.treasury.sa.gov.au/Growing-South-Australia/incentives-for-electric-vehicles>

- 5.2. If information relating to the application is required, Applicants may refer to the Frequently Asked Questions or contact:

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<sup>3</sup> See [https://www.revenuesa.sa.gov.au/forms-and-publications/information-circulars-and-revenue-rulings/information-circulars/ic\\_087](https://www.revenuesa.sa.gov.au/forms-and-publications/information-circulars-and-revenue-rulings/information-circulars/ic_087). Dealer demonstrator vehicles that are on-sold from a dealership interstate must meet the South Australian criteria for the purposes of a demonstrator vehicle stamp duty exemption, not the criteria for the specific jurisdiction where the vehicle is purchased. Dealers located in metropolitan areas interstate will be deemed to be a metropolitan dealer for the purposes of the South Australian demonstrator vehicle criteria.

## **6. PAYMENT OF SUBSIDY**

- 6.1. If an application for the Subsidy is approved, the Subsidy will be paid into the bank account nominated in the online application.

## **7. SOLE AND ABSOLUTE DISCRETION**

- 7.1. Whether an Applicant for the Subsidy is successful or not will be determined by DTF in its absolute discretion.
- 7.2. DTF reserves the right, in its sole and absolute discretion, to supplement or amend any terms and conditions pertaining to the grant of the Subsidy.

## **8. ADDITIONAL INFORMATION AND DOCUMENTATION**

- 8.1. For the purpose of enabling DTF to assess an application for the Subsidy, an Applicant must provide such information or documentation as DTF may request. A failure to do so, will constitute grounds for DTF to reject the application.
- 8.2. The Recipient agrees and undertakes to provide such information and documentation as DTF may request for the purposes of any investigation about whether the Recipient met the eligibility criteria. A Recipient who fails, without reasonable grounds, to provide information and documentation requested by DTF, may be required by DTF to repay the Subsidy.

## **9. CONFIDENTIAL INFORMATION**

- 9.1. Applicants and Recipients acknowledge and agree that information contained in, or relating to the application, including information identified as confidential, may be disclosed by DTF:
- a) to its employees, advisers or third parties in order to assess, process and audit an application;
  - b) within the Government of South Australia or to Federal, State or Territory Governments where this serves the legitimate interest of the Government of South Australia;
  - c) in response to a request by a House or Committee of the Parliament of the Commonwealth of Australia or South Australia;
  - d) where information is authorised or permitted by law to be disclosed;
  - e) for recovery of the Subsidy in the event that the eligibility criteria were not met and for any legal proceedings; and/or

- f) where the information is already in the public domain.

## **10. FUNDING AND INVOICING**

10.1. The Recipient must not issue a Tax Invoice in respect of a Taxable Supply.

## **11. DEFAULT AND TERMINATION**

11.1. If the Recipient:

- a) provided false or misleading information in its subsidy application;
- b) was ineligible for the Subsidy; or
- c) has failed to comply with this Agreement at any time;

DTF may upon giving written notice to the Recipient:

- d) require the Recipient to repay either the whole or a portion of the Subsidy (whether expended or not) within 30 days of a written demand from DTF, and the Recipient must comply with such demand;
- e) withhold funds not already paid; and/or
- f) terminate this Agreement.

## **12. EFFECT OF ENDING THIS AGREEMENT**

12.1. Any termination of this Agreement does not affect any accrued right of either Party.

12.2. Despite termination or expiry of this Agreement, this clause 12.2 and clauses 8, 9, 11 and 13.3 will survive.

## **13. GOVERNING LAW AND JURISDICTION**

13.1. This Agreement is governed by the laws in the State of South Australia.

13.2. Subject to clause 13.3 below, the courts of the State of South Australia have exclusive jurisdiction in connection with this Agreement.

13.3. In the event that a Recipient fails to repay any amount payable under this Agreement to DTF, DTF may in its discretion, refer the debt to the Chief Recovery Officer for recovery under the *Fines Enforcement and Debt Recovery Act 2017*.

## **14. ENTIRE AGREEMENT**

14.1. This Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with in this Agreement and supersedes all prior agreements, understanding and negotiations in respect of the matters dealt with in this Agreement.

## 15. NO ASSIGNMENT

15.1. The Recipient must not assign, encumber or otherwise transfer any of its rights or obligations under this Agreement without the written approval of DTF.

## 16. INTERPRETATION

16.1. In this Agreement (unless the context requires otherwise):

- a) a reference to any legislation includes:
  - i. all legislation, regulations and other forms of statutory instrument issued under that legislation; and
  - ii. any modification, consolidation, amendment, re-enactment or substitution of that legislation;
- b) a word in the singular includes the plural and a word in the plural includes the singular;
- c) a reference to two or more persons is a reference to those persons jointly and severally;
- d) a reference to dollars is to Australian dollars;
- e) a reference to a Party includes that party's administrators, successors and permitted assigns.

## 17. DEFINITIONS

17.1. In this Agreement:

- a) **"Agreement"** includes these Subsidy Terms and Conditions and the Subsidy application form.
- b) **"Business"** includes a company, sole trader, partnership or trust carrying on a business;
- c) **"DTF"** means the Treasurer of South Australia acting through the Department of Treasury and Finance;
- d) **"Organisation"** includes a non-Government organisation with an Australian Business Number;
- e) **"Subsidy"** means the Electric Vehicles Subsidy received by the Recipient from DTF;
- f) **"Party"** means a party to this Agreement;

- g) **“Recipient”** means the individual or Business/Organisation that has applied for and received the Subsidy.