



2024

**WHEELCHAIR ACCESSIBLE VEHICLE MAINTENANCE AND OPERATION REBATE
AND
WHEELCHAIR ACCESSIBLE VEHICLE ACQUISITION AND CONVERSION REBATE
PROGRAM**

(the "Offer")

TERMS AND CONDITIONS

1 DEFINITIONS

1.1 In this Offer, unless the context otherwise requires:

“Application” means these terms and conditions and the submission of all other information and forms required as part of this application, i.e., business and contact information, eligibility questions, vehicle information, all accompanying paid invoices/receipts, attestation statement, and where applicable, a signed consent form from the payor of these invoices/receipts;

“application intake period” means the period defined at:

<https://www2.gov.bc.ca/gov/content/transportation/funding-engagement-permits/funding-grants/passenger-transportation-accessibility-program>

“Eligible Applicant” means a resident of British Columbia (if an individual) or registered with the BC Registries and Online Services to conduct business in British Columbia (if a business) who is an owner-operator of wheelchair accessible taxi vehicles (“WAVs”) under a valid passenger transportation licence with special authorization passenger directed vehicle issued under the Passenger Transportation Act (“your licence”). In the event you are an individual or business who holds a valid passenger transportation licence with special authorization but the WAV(s) operate(s) pursuant to a different licensee owner/operator, then only that licensee owner/operator can be the Eligible Applicant. If both licensees apply for a rebate, only the application from the applicant whose owner/operator licence the WAV(s) operate under is deemed eligible; the other application will be denied. In addition, the Eligible Applicant must (without limiting paragraph 2.14):

- a. be compliant with the terms and conditions of your license, including timely submission requirements of trip and shift data to the Province
- b. **FOR THE MAINTENANCE AND OPERATION REBATE:**
 - i. between January 1, 2022 and December 31, 2023 (or portion thereof) have operated WAV(s) under your licence, and
 - ii. incurred Eligible Expenses relating to maintaining and repairing WAV(s) operating under your licence between January 1, 2022 and December 31, 2023, and/or
 - iii. incurred ICBC auto insurance payments and fuel payments for operating WAV(s) under your licence between January 1, 2023 and December 31, 2023 (or a portion thereof);
 - iv. submit the fully completed application available at <https://www2.gov.bc.ca/gov/content/transportation/funding-engagement-permits/funding-grants/passenger-transportation-accessibility-program> with:
 1. invoices / receipts for the Eligible Expenses related to maintaining and repairing WAV(s) operating under your licence as paid between January 1, 2022, and December 31, 2023 from a retail automotive seller, garage or autobody shop or service provider as part of the Application.
Note: Eligible Expenses paid between January 1, 2022 and December 31, 2022 must not have been previously applied for and submitted in last year’s Wheelchair Accessible Vehicle Maintenance Rebate Program 2023 and been considered by the Province;
 2. The province may require you to submit a clear photo of a vehicle’s compliance label/decal or a CVSE inspection report clearly referencing the vehicle is wheelchair accessible.

3. proof of auto insurance for the period between January 1, 2023 and December 31, 2023 for the WAV(s) operating under your licence and the premium amount paid (for example, the Owners Certificate of Insurance and Vehicle Licence) to be eligible for the auto insurance and fuel rebates if these rebates are announced by the Province;

Note: that fuel receipts are not required.

Note: If announced by the Province, the fuel rebate will be based on the number of months the WAV(s) is in operation from January 1 2023 to December 31, 2023.

c. FOR THE ACQUISITION AND CONVERSION REBATE:

- i. between January 1, 2022 and December 31, 2023 (or portion thereof) have purchased a WAV(s) or converted a vehicle to a WAV(s)
- ii. submit the fully completed application available at <https://www2.gov.bc.ca/gov/content/transportation/funding-engagement-permits/funding-grants/passenger-transportation-accessibility-program> with:
 1. invoices / receipts for the Eligible Expenses related to purchase at fair market value of a WAVs or converting a vehicle, in compliance with Canadian Motor Vehicle Safety Standards (CMVSS) and Canadian Federal Motor Vehicle Safety Regulations, to a WAV(s) operating under your licence as paid between January 1, 2022, and December 31, 2023 as part of the Application.
 2. A clear photo of a vehicle's compliance label/decal or a CVSE inspection report clearly referencing the vehicle is wheelchair accessible.
- iii. Note: a vehicle purchased earlier than 2022 is not eligible for the acquisition element of the rebate, but may be eligible for the conversion element of the rebate if the conversion was completed in 2022 or 2023.
- iv. Note: This rebate is one time only for each individual vehicle, see: <https://www2.gov.bc.ca/gov/content/transportation/funding-engagement-permits/funding-grants/passenger-transportation-accessibility-program>.

d. Eligible Applicants are required to provide legible copies of all paid invoices / receipts clearly showing payment was made, except for fuel receipts.

e. If you did not apply in last year's Wheelchair Accessible Vehicle Maintenance Rebate Program 2023 or did not submit all Eligible Expenses in last year's program, which included only maintenance and repair costs of WAV(s) operating under your licence for the year 2022, you may apply and submit those invoices/ receipts in this year's Wheelchair Accessible Vehicle Maintenance and Rebate Program 2024.

"Eligible Expenses" means:

- a. the eligible maintenance, repairs and operating costs and the acquisition and conversion costs described at: <https://www2.gov.bc.ca/gov/content/transportation/funding-engagement-permits/funding-grants/passenger-transportation-accessibility-program>;
- b. In the event the Province announces the availability of insurance and fuel rebates for the Program, ICBC auto insurance and fuel costs on the basis described in

<https://www2.gov.bc.ca/gov/content/transportation/funding-engagement-permits/funding-grants/passenger-transportation-accessibility-program>.

“passenger transportation licence” has the same meaning as the *Passenger Transportation Act*, SBC 2004, c. 39;

“Program” means this **2024 Wheelchair Accessible Vehicle Maintenance and Operation Rebate and Wheelchair Accessible Vehicle Acquisition and Conversion Rebate Program**

“Province” means His Majesty the King in Right of the Province of British Columbia as represented by the Minister responsible for the *Transportation Act*;

“special authorization” has the same meaning as the *Passenger Transportation Act*, SBC 2004, c. 39;

2 TERMS & CONDITIONS

Legally Bound

2.01 The Eligible Applicant is subject to and is legally bound by the terms and conditions in this document.

Key Dates

2.02 The Eligible Applicant must apply under this Program during the Province’s application intake period defined at: <https://www2.gov.bc.ca/gov/content/transportation/funding-engagement-permits/funding-grants/passenger-transportation-accessibility-program> and have purchased, received and paid for the Eligible Expenses in accordance with these terms and conditions. No rainchecks will be provided.

Eligibility

2.03 The Province has the sole discretion to determine if an applicant is eligible for a rebate for the purposes of this Offer and the Province’s determination is final.

2.04 The Eligible Applicant should be listed as the payor on the supporting invoices/receipts(s) from retail automotive seller, garage or autobody shop or service provider for the Eligible Expenses. If the Eligible Applicant, as the WAV(s) licensed owner/operator, is not listed on the supporting invoices/receipts as the payor, the Eligible Applicant will submit the consent form signed by person or persons listed as the payor on the submitted invoices/receipt(s), which provides the consent for the Province to pay the Eligible Applicant the rebate for the Eligible Expenses as part of this Application. The consent forms can be found in the ‘upload proof of expenditure’ section of the Application.

2.05 The Eligible Applicant can submit only one Application each calendar year for the maintenance and operation rebate and one Application each calendar year for the acquisition and conversion rebate during the application intake period for one or more WAVs. In the event the Eligible Applicant submits more than one Application in the application intake period for the same rebate, the Province will consider only the most recent Application, and will not review an earlier Application; the Eligible Applicant must be mindful of preparing a complete and substitute Application if revisions are required of an earlier Application if it is incomplete or deficient in some way.

2.06 In the event the Eligible Applicant has passed along the costs of Eligible Expenses to their drivers, or other persons or businesses, then those drivers, other persons or businesses must each sign the consent form that is to be submitted with the Application found in the ‘upload proof of expenditure’ section of

the Application, which provides the consent for the Province to pay the rebate to the Eligible Applicant for the Eligible Expenses obtained under this Program. Please refer to the FAQs document on the Program website for additional, related information, available here:
<https://www2.gov.bc.ca/gov/content/transportation/funding-engagement-permits/funding-grants/passenger-transportation-accessibility-program>.

- 2.07 The Eligible Applicant is solely responsible for the selection and purchase of the Eligible Expenses and to ensure that all persons retained to perform the Eligible Expenses are qualified and competent to perform them. The Province does not retain a list of qualified garages and autobody shops for this Program and will not provide any recommendations. The Province and its employees, servants, contractors and agents make no representation or warranty, whether expressed or implied, in respect of any Eligible Expenses that the Eligible Applicant has purchased and the Province, its employees, servants, contractors and agents have no liability concerning any damage to any person or property or economic loss experienced by the use of the products, installation or performance of the services that are the subject of the rebates and the Eligible Applicant hereby provides an indemnity and saves the Province and its employees, servants, contractors and agents harmless from all such liability, damages, claims, costs and demands.
- 2.08 The Eligible Applicant is an independent entity and is not the servant, employee or agent of the Province.

Certification of Information

- 2.09 The Eligible Applicant certifies that all information, statements and receipts submitted by the Eligible Applicant to the Province in connection with this Offer are in all material respects true and correct.
- 2.10 For the maintenance and operation rebate: The Eligible Applicant certifies that the vehicles referenced by the Eligible Applicant is/are WAV(s), that the invoices/receipts are directly related to the WAV(s) listed in the Application, and being used to complete wheelchair accessible trips in 2022 and 2023, as applicable, pursuant to the invoices/receipts provided with the Application, provided that the auto insurance was in good standing without withdrawal or cancellation.
- 2.11 For the acquisition and conversion rebate: The Eligible Applicant certifies that each passenger vehicle listed in the Application was either a WAV vehicle when acquired in 2022 or 2023 or was converted to WAV in 2022 or 2023.

Incomplete or Deficient Application

- 2.12 In the event the invoice(s)/receipt(s) contain insufficient or missing information regarding the purchased Eligible Expenses, or if the invoice(s)/receipt(s) total is in doubt, the Province can, in its sole discretion, consider the invoice(s)/receipt(s) to be deficient or incomplete and deny a rebate, in whole or in part. Insufficient or missing information include: missing the name of the vendor, a calculation error, missing pricing, missing or incomplete description of products and services, missing or incomplete date(s), the description of products and services being too general or any part of the receipt being indecipherable. The Eligible Applicant should therefore review all receipt(s) before uploading it/them to the Application to ensure compliance with these terms and conditions. If the rebate is denied by the Province, whether in whole or in part for the reasons stated in this paragraph, the Eligible Applicant can, on a one-time only basis, resubmit the invoice(s)/receipt(s) that have been revised and signed by the originating vehicle seller, garage and/or autobody shop no later than 10 calendar days from the date on the Province's notice of denial. If the 30 days falls on a statutory holiday in BC or a weekend, the time period is extended to the next business day. The Province will not consider an additional resubmission of receipts if the supporting receipt(s) are still deficient in the Province's sole opinion. Eligible Applicants must keep original paid invoices / receipts on file for a period of two years following the issuing of the rebate as the Province has the right to audit the Eligible Applicant, including requiring the Eligible Applicant to submit original documents in accordance with these terms and conditions.

Eligible Expenses Are Subject to Change

- 2.13 The Eligible Expenses may be updated to reflect changes to the Offer, product or service eligibility, or for any other reason at any time without notice, in the Province's discretion.

Rebate Payment

- 2.14 The Province will, subject to compliance with these terms and conditions, pay the rebate to the Eligible Applicant in accordance with the Eligibility Section defined at: <https://www2.gov.bc.ca/gov/content/transportation/funding-engagement-permits/funding-grants/passenger-transportation-accessibility-program> in conjunction with the total Eligible Expenses submitted in the Application. The Province will approve rebates under this Program on or before March 31, 2024 and payments shall be made either through cheque or electronic transfer.

Applicable Laws

- 2.15 The Eligible Applicant must comply with applicable laws including BC's *Passenger Transportation Act*, SBC 2004, c. 39 and the *Passenger Transportation Regulation*, B.C. Reg. 266/2004 .

Right to Inspect

- 2.16 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Eligible Applicant, enter on the Eligible Applicant's place of business to enter and inspect the WAV(s) for the Eligible Expenses rendered or acquired. In the event of any discrepancy with the statements and receipts provided in the Application and the inspection results, the Province may, in its sole discretion, reject an Application and the rebate may be forfeited in whole or in part.
- 2.17 The Province reserves the right to require the submittal of all original receipts submitted by the Eligible Applicant and the right to contact the garage and/or autobody shop to verify the receipts submitted by the Eligible Applicant. An Application may be randomly selected for this review. In the event of any discrepancy with the originals or verification results, the Province may, in its sole discretion, reject an Application and the rebate may be forfeited in whole or in part. Such discrepancies may, in future years, create an automatic review by the province of all submitted receipts.

Rebate Forfeited

- 2.18 A rebate may be forfeited or repayment required if the terms and conditions of this Offer are not complied with or adhered to by the Eligible Applicant including but not limited to a statement, receipt, certification, report or other information furnished or submitted by or on behalf of the Eligible Applicant being untrue or incorrect. The Province is not responsible for lost, delayed, damaged, illegible or incomplete Applications and the Application can be rejected by the Province.

Miscellaneous

- 2.19 The Eligible Applicant acknowledges that the Eligible Expenses for the WAV(s) is purchased at the Eligible Applicant's own risk and the Eligible Applicant is responsible for complying with any laws, regulations or by-laws regarding the maintenance and repair of the WAV(s) for which the Eligible Applicant is seeking a rebate under this Program. The Province is not responsible for any rebates, discounts or incentives offered by any seller, manufacturer, distributor, dealer or installer with respect to any Eligible Expenses, which is separate and distinct from this Offer. If the Eligible Applicant received funding through any other program, the rebate under this Program will be capped so that the total funding received by the Eligible Applicant does not exceed the costs as shown on the receipts/invoices submitted.
- 2.20 The Province's decisions relating to this Offer, including but not limited to product and/or service eligibility, applicant eligibility, types and amounts of rebates, dates and timelines and determinations regarding rejection of an Application are final and binding and not subject to appeal. This Offer and this Program may terminate with or without notice.
- 2.21 The Eligible Applicant agrees that the Province is subject to the BC *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c. 165 and its associated regulations, and agrees that any personal information the Province collects in respect of this Offer and this Program is subject to that Act and its associated regulations, as amended or replaced from time to time. To administer and evaluate the Program, the Eligible Applicant consents to the Province using the Eligible Applicant's personal information to perform an analysis of the Program and to conduct research to make improvements to the existing Program and the design of new rebate programs.
- 2.22 Notwithstanding any other provision, the payment of money by the Province to the Eligible Applicant under this Offer is subject to:
- (a) there being sufficient monies available in an appropriation, as defined by the *Financial Administration Act* ("FAA") to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due under this Agreement, to make that payment; and

(b) Treasury Board, as defined in the FAA, not having controlled or limited, under the FAA, expenditure under any Appropriation referred to in Subsection (a) of this section.

2.23 This Offer is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.