**THIS AGREEMENT** is made

**BETWEEN**

***[INJURED WORKER’S NAME]*** of *[House number, street name, suburb, State and postcode]* (**Injured Worker**)

**AND**

**[*INSERT NAME OF AGENT]*** of *[insert address of agent]* (**WorkSafe Agent**)

**ON THE BASIS THAT**

1. Pursuant to section 501 of the *Workplace Injury Rehabilitation and Compensation Act 2013* (**WIRC Act**), the WorkSafe Agent is an authorised agent of the Victorian WorkCover Authority trading as WorkSafe Victoria (**WorkSafe**) and able to enter into this agreement for and on behalf of WorkSafe.
2. The Injured Worker is entitled to receive compensation under the provisions of the *Accident Compensation Act 1985* (**Act**) in Claim Number *[insert WorkSafe claim number]*(**Claim**) as a result of injuries arising out of or in the course of their employment on *[date of accident]* **(Injuries)**.
3. The Injured Worker requires the use of a suitable ride-on-mower for completion of lawn mowing tasks at their primary residence as a consequence of the Injuries.
4. The WorkSafe Agent has determined to, for the benefit of the Injured Worker, make a contribution towards the cost of acquiring a suitable ride-on-mower and has sought quotations from *[company name responsible for the vehicle acquisition, address and postcode]* for the acquisition of a *[precise detail of the vehicle to be acquired including model, year and other details linking it to the quotation]* (**Ride-On-Mower**) dated *[date of quotation and quotation reference number]* (**Ride-On-Mower Quotation**). The Ride-On-Mower Quotation is attached as Item 1 in the Appendix.
5. Under WorkSafe’s Guidelines for providing equipment and related services to injured workers (**Guidelines**), where the cost of a ride-on-mower is equal to or greater than $10,000, the WorkSafe Agent must not make a payment or contribution unless the Injured Worker enters into this agreement in relation to the ownership of, the ride-on-mower.

**TERMS OF AGREEMENT**

The Injured Worker and the WorkSafe Agent agree as follows:

1. **PURPOSE OF AGREEMENT**
	1. Pursuant to its decision under section 99 of the Act dated *[insert the date of the WorkSafe Agent’s decision]* (**Decision**) attached as Item 2 in the Appendix, the WorkSafe Agent will contribute the sum of *[the amount of the WorkSafe Agent’s contribution towards the equipment cost]* (**Contribution**) towards the purchase of the Ride-On-Mower as outlined in the Ride-On-Mower Quotation.
	2. The Contribution has been approved as a reasonable amount by the Worksafe Agent.
2. **SUITABILITY AND CONSENT**
	1. The Injured Worker acknowledges and accepts that the Ride-On-Mower has been independently assessed by an Occupational Therapist as being suitable for the Injured Worker’s use and benefit having regard to the Injured Worker’s particular needs and condition.
	2. The Injured Worker acknowledges that they have successfully trialled the recommended Ride-On-Mower at their primary residence and have demonstrated the functional capacity to safely operate the equipment.
	3. The Injured Worker further acknowledges that the WorkSafe Agent will take into account its Contribution pursuant to this agreement (and any other payments made by Worksafe or the Worksafe Agent for ride-on-mower or like equipment acquisition), changes of ownership of the Ride-On-Mower, and the Injured Worker’s compliance with their obligations under this agreement in considering any further requests for contribution to purchase a ride-on-mower or like equipment, or funding of lawn mowing services.
3. **PAYMENT DETAILS AND CONDITIONS**
	1. The Injured Worker agrees to:
4. pay the difference (if any) between the total cost of the Ride-On-Mower outlined in the Ride-On-Mower Quotation minus the amount the WorkSafe Agent has determined to pay under clause 1.1;
5. at the Injured Worker’s expense, maintain the Ride-On-Mower in good working order and be responsible for all other costs associated with the Ride-On-Mower, including, but not limited to, running costs (including fuel and other consumables) and repairs;
6. securely store the Ride-On-Mower at their primary residence when not in use; and
7. notify the WorkSafe Agent in writing if the Injured Worker no longer requires the Ride-On-Mower or if the Injured Worker proposes to sell or otherwise dispose of the Ride-On-Mower.
8. not make any variations, additions or alterations to the Ride-on-Mower without the WorkSafe Agent’s written consent.
	1. The Worksafe Agent will also pay any of the following charges which may be incurred in respect of the acquisition of the Ride-On-Mower:
9. [dealer delivery fee]

 ***[DELETE AS APPROPRIATE]***

1. **USE OF RIDE-ON-MOWER**
	1. The Contribution by the WorkSafe Agent is subject to:
2. the Ride-On-Mower being used for or by the Injured Worker for the completion of all lawn mowing tasks at their primary residence, and being otherwise always available for the Injured Worker’s use;
3. lawn mowing services and other lawn mowing equipment only being funded by the WorkSafe Agent in special circumstances following prior approval obtained from the WorkSafe Agent; and
4. the Injured Worker notifying the WorkSafe Agent of any change of ownership of the Ride-On-Mower.
	1. The Injured Worker:
	2. undertakes to take all reasonable care of the Ride-On-Mower (including compliance with any warranties, recall notices or service requirements);
	3. undertakes to notify the WorkSafe Agent in writing if the injured worker no longer requires the Ride-On-Mower; and
	4. will not to sell, trade in or otherwise dispose of the Ride-On-Mower in any manner without the prior written consent of the Worksafe Agent.
5. **SALE OF RIDE-ON-MOWER**
	1. Where the Injured Worker sells, trades in, or otherwise disposes of the Ride-On-Mower (**Disposes**), the Injured Worker must ensure that the Disposal is appropriately documented (including through the use of appropriate tax invoices, receipts or other relevant documentation) in a form that allows WorkSafe to verify the sale proceeds or any other financial benefit derived by the Injured Worker from the Disposal of the Ride-On-Mower (**Proceeds**).
	2. The Injured Worker must within 20 Business Days of a Disposal, provide WorkSafe with the documentation required under clause 5.1 together with any other evidence requested by WorkSafe (acting reasonably).
	3. Where the Injured Worker Disposes of the Ride-On-Mower within 10 years of the date of the purchase order, the Injured Worker acknowledges that the full value of the Proceeds will be applied to reduce any contribution by WorkSafe (including through its agents) toward the reasonable cost of acquiring any ride-on-mower subsequently requested by the Injured Worker in the future. Requests for subsequent ride-on-mowers will be assessed in accordance with the Act and WorkSafe’s Guidelines as amended from time to time.
6. **NO LIABILITY OR WARRANTY**
	1. Subject to the terms of this agreement and to the provisions of the Act, the Injured Worker agrees that the WorkSafe Agent has no further liability for the Ride-On-Mower.
	2. The WorkSafe Agent and Worksafe:
7. does not provide any warranty that the Ride-On-Mower will not cause injury or damage to the Injured Worker, other persons or property; and
8. is not liable for any design or construction defects in the Ride-On-Mower.
9. **WORKSAFE’S FUTURE LIABILITY FOR ANY OTHER RIDE-ON-MOWERS OR LIKE EQUIPMENT OR SERVICES**
	1. The Injured Worker acknowledges and agrees that, in the event of the WorkSafe Agent or WorkSafe being requested at any time from the date of this Agreement to make a further contribution towards the purchase of any other ride-on-mower or like equipment, or lawn mowing services that:
10. the nature, extent and amount of the Contribution;
11. any changes to the ownership of the Ride-On-Mower; and
12. any previous sale Proceeds that are required to be applied to reduce the further contribution under clause 5,

will be taken into account in determining whether the WorkSafe Agent or WorkSafe is liable in whole or in part to make any further contribution towards the purchase of any other ride-on-mower or like equipment.

1. **ENTITLEMENTS**
	1. This agreement is not intended to and does not impose any restrictions upon the Injured Worker’s entitlements under the Act, including the right of the Injured Worker to apply for conciliation or to either the Magistrates’ Court of Victoria or the County Court of Victoria under the Act.
	2. The parties to this Agreement acknowledge that in addition to any other legal rights the parties may have, that any alleged breach or disagreement in relation to any part of this Agreement constitutes a “dispute” within the meaning of the Act between the injured worker and the WorkSafe Agent or WorkSafe such that either the injured worker, the WorkSafe Agent or WorkSafe may refer that dispute to conciliation by a conciliation officer at the Workplace Injury Commission, and, failing resolution of the dispute at conciliation, may refer to the County Court or Magistrates’ Court in accordance with the Act.
2. **INTERPRETATION**
	1. In this agreement:
3. if a word or phrase is defined its other grammatical forms have corresponding meanings;
4. a reference to the Injured Worker includes a reference to any parties appointed by the Injured Worker to act on their behalf.
5. In this agreement, a reference to “WorkSafe” includes a reference to an authorised agent of WorkSafe acting for and on behalf of WorkSafe pursuant to section 501 of the WIRC Act.

**SIGNED** as an **AGREEMENT**.

**SIGNED** by ***[INJURED WORKER’s NAME]***

in the presence of:

………………………..………….. ………………..……………………

 Signature of Witness

 …………………..…………………

 Print Full Name of Witness

…………………………………… ……………………………………..

Date Date

*[****OR USE THIS EXECUTION BLOCK IF THE INJURED WORKER IS REPRESENTED BY AN ADMINISTRATOR OR GUARDIAN:***

***SIGNED*** *as an* ***AGREEMENT****.*

***SIGNED*** *by* ***[INJURED WORKER’s NAME]***

*in his name and on his behalf by* ***[insert name of Injured Worker’s administrator or guardian pursuant to the VCAT Order]****, the
administrator of his estate Pursuant to an Order of the Guardianship
and Administration Board in the presence of:*

*………………………………..….. ………..……………………………*

 *Signature of Witness*

 *………………..……………………*

 *Print Full Name of Witness*

*………………………………....… ……………………………………..*

*Date: Date:*

**Executed** for and on behalf of

**#[Insert authorised agent name]#**

**#[Insert ACN/ABN]#** by its

representative in the presence of:

…………………………….………….… …………………………………………

Signature of witness Signature of representative

…………………………….………….… …………………………………………

Full name of witness (print) Full name of representative (print)

…………………………….………….… …………………………………………

Address of witness (print) Date

…………………………….………….…

Date

**APPENDIX**

* + 1. Ride-On-Mower Quotation.
		2. Decision.