

Fleet Card Roadside Terms and Conditions

1. INTRODUCTION

Business Fuel Cards offers an optional 24/7/365 roadside assist service Australia wide for customers. This service is known as the Fleet Card Roadside (**FCR**) Service.

Customers who receive the benefit of the FCR Service are known as "Members". You may contact us to request that you become a Member at any time. Members receive the benefit of the FCR Service in accordance with these Terms and Conditions. These Terms and Conditions state the agreement (**Agreement**) between you and Business Fuel Cards Pty Ltd (**us, our, we**) with respect to the FCR Service.

In this Agreement, terms used that start with a capital letter either have the meaning given to them in this section 1, or section 16 (Definitions).

The FCR Service is provided to you on our behalf by Ultra Tune Australia Pty Ltd, ABN 52 065 214 708 (**UTA**). When you ask us to provide any benefits of the FCR Service to you, some or all of the FCR Service (including your initial service centre contact and attendance at a Callout) will be handled by UTA.

At the time you become a Member, we will provide you with contact details for you to request any benefits of the FCR Services. This information should ideally be kept in your vehicle's glove box for easy reference if or where required.

2. ELIGIBILITY AND MEMBERSHIP

To be eligible for the FCR Service you must be our customer, you must have notified us that you wish to become a Member, and you must have paid (or have agreed to pay) the applicable membership fee (which we may automatically charge to your Fleet Card account). You will not be able to enjoy the benefit of the FCR Service until 48 hours after you have notified us that you wish to become a Member. We reserve the right to cancel your membership immediately if payment of the membership fee is not received.

We will only provide the benefits of the FCR Service to you in respect of registered vehicles less than 3.5 tonne gross vehicle mass and less than 5.5 metres in length that are roadworthy, mobile and well maintained. At the time you become a Member, you will need to provide us with details of your Vehicle or Vehicles, including details of size and weight, and registration number or numbers. You will only be entitled to receive the benefits of the FCR Service in respect of the Vehicle or Vehicles you have specifically identified to us. The benefits of the FCR Service cannot be transferred to another vehicle without our permission.

The FCR Service may not be available if your Vehicle is not located on the Australian mainland, Tasmania or any island (e.g. Phillip Island, Bribie Island) connected to the mainland by a trafficable bridge, or is otherwise located outside the Service Limits.

CALLOUTS AND ROADSIDE ASSIST: YOU MAY REQUEST THE BENEFITS OF THE FCR SERVICE AT ANY TIME BY CONTACTING US USING THE CONTACT DETAILS WE PROVIDE TO YOU ON BECOMING A MEMBER (OR AS WE MAY REVISE BY NOTICE TO YOU FROM TIME TO TIME).

When you make a Callout, we will provide you with assistance on the phone in an effort to diagnose the problem that has caused your Vehicle to breakdown, and to get your Vehicle running again if possible.

If we are unable to assist you over the phone, we will dispatch a roadside assist representative to your location, provided that the Vehicle is located within the Service Limits. The FCR Service will be provided if the Vehicle is stranded at home, on a public road or in an area to which the public has access (but this excludes areas such as creek beds, beaches, open fields, parks and ovals, tracks or trails used for logging or forestry service roads, and other locations not normally attended by a standard 2-wheel drive recovery vehicle such as building sites, commercial, industrial or mine sites).

To ensure the quality of our services, your telephone calls to and from us may be monitored and recorded.

3. REMAIN WITH YOUR VEHICLE

Once you have made a request for assistance you must stay with your Vehicle. If remaining with your Vehicle causes safety concerns, you should inform the customer service representative at the time of the initial request for assistance.

Where we attend a Breakdown and the Vehicle is unattended, we will be unable to provide the FCR Service and will leave the location of the Breakdown. Should we be required to re-attend the Breakdown we may charge you an additional fee.

4. RESTRICTIONS ON INCLUDED CALLOUTS

There is no set limit to the number of Callouts per vehicle that a Member may make. However, if we consider that that you have requested the FCR Service in respect of a Vehicle more frequently than is reasonable, or we determine that the Breakdown is due to some pre-existing fault with the Vehicle, or the Vehicle is not roadworthy, we may refuse to respond to any further Callouts unless you pay an additional fee.

5. EMERGENCY SITUATIONS

If you are in an emergency situation call 000. We are not an emergency service provider, however, if we become aware or suspect that you or another person is in an emergency situation (e.g. a child locked in a car) we may contact the police or other emergency services.

6. DELAY

We will make reasonable endeavours to provide the FCR Service in a timely manner. However, the FCR Service is subject to the availability of our roadside assist representatives and resources and may be subject to circumstances beyond our control, including but not limited to:

- a) severe weather conditions;
- b) general and unexpected traffic congestion;
- c) remoteness; and
- d) events beyond our control (including but not limited to road blockages/diversions, fire, flood, strikes, blockades, or acts of God.)

7. THE BENEFITS OF THE FCR SERVICE

In the event of a Breakdown where the Vehicle cannot be driven we will perform the assistance described below to the extent we deem necessary. The benefits of the FCR Service will only be provided if the Vehicle is located within the Service Limits.

a) Bogged Vehicle

Should the Vehicle become bogged we will attend to the Vehicle, provided that access can be achieved by standard 2-wheel drive recovery vehicle using standard equipment.

b) Caravan or Trailer

If the Vehicle requires towing and at the time of the Breakdown the Vehicle was towing a caravan or trailer (both referred to as '**the trailer**'), at our sole discretion (or that of the tow operator) and provided that the trailer is not overloaded, oversize (i.e. in excess of legal size and/or weight in respect to your Vehicle), or otherwise unfit to tow, we will tow the trailer to the nearest safe location.

This Agreement covers the Breakdown of the Vehicle not the Breakdown of the trailer or any component or accessory or any item being carried on or attached to the trailer.

c) Flat Battery

Where we determine the Vehicle has a flat battery we will attempt to start the battery using surge protected jumper leads.

Where the battery has failed and requires replacement we will arrange for a mobile battery replacement service where available. We may charge you an additional amount for this service, and for the cost of the replacement battery.

If we determine that the battery ran flat as a result of some other primary cause (e.g. a failed charging system or other electrical fault), the Vehicle will be towed to an Accredited Service Provider at our discretion within the Service Limits.

Following a Callout for a flat battery or other no start situation where the primary cause of the 'no start situation' is a faulty battery, faulty charging, electrical or starting system component, the fault must be rectified by a suitably qualified motor vehicle repairer before the Vehicle can qualify for further assistance regarding the same matter. If you do not rectify such a fault, you will be charged an additional fee for a subsequent Callout for assistance if the no start situation is caused by the faulty battery.

d) Lockouts

In the event that a Callout is made for assistance to gain access to your Vehicle and we are unable to unlock your Vehicle, on your request and subject to satisfactory proof of driver identification and with the Vehicle owner's authority (if you are not the owner), we will arrange for a professional locksmith to attempt to open the Vehicle. We will pay up to a maximum of \$110 (exclusive of GST) of the locksmith's fee, and you will be charged any amount over \$110.

Please note that attempting to gain entry to the Vehicle by any means other than a key or keyless transponder can result in damage to the Vehicle. We will not accept liability for any damage caused as a result of gaining entry or attempting to gain entry to the Vehicle.

The provision of a locksmith may not be available in some areas and we cannot guarantee that a locksmith will be able to assist you to gain access to the Vehicle.

If the Vehicle is immobile because of a broken key/barrel situation (or other non-lockout situation) then we will tow the Vehicle to the nearest Accredited Service Provider within the Service Limits and you must pay the full cost of any locksmith that is required to attend at that Accredited Service Provider.

e) Out of Fuel

If the Vehicle runs out of fuel, we will supply up to 5 Litres of fuel at the roadside. Where this is not possible for a safety related or other reason (e.g. LPG fuelled Vehicles or where packaged petrol or diesel is not physically available at the roadside), the Vehicle will be towed to the nearest fuel outlet within the Service Limits and any fuel purchased will be at your expense.

f) Towing

In the event of a Breakdown on the road or at home where the Vehicle cannot be driven, the Vehicle will be towed to the nearest Accredited Service Provider or to an alternate location as requested by you, whichever is closest within the Service Limits.

The Vehicle will be towed provided that standard towing equipment can be used. You must pay the cost of any additional charges for the use of special equipment such as go jacks/jinkers/winches and/or use of heavy capacity towing equipment.

Where the Vehicle has been towed and delivered to an Accredited Service Provider within the Service Limits, the Callout is deemed to have been completed. You must pay any additional towing costs if the Vehicle needs to be towed to an alternate repairer or other location.

Some modified vehicles (e.g. lowered, flared guards, scoops and various body accessories etc.) may hinder or prevent loading the Vehicle onto a standard recovery vehicle. You must pay all additional costs associated with a Callout where for any reason the recovery vehicle is unable to load your Vehicle, including the costs for any specialised recovery vehicle to attend.

We will not tow the Vehicle:

- if the Vehicle has been in an Accident;
- if mechanical failure has caused panel damage;
- where damage to the Vehicle is as a result of any wilful or malicious act or acts, including theft or attempted theft;
- if the Vehicle is not, at ours or the tow driver's sole discretion, readily accessible or trafficable by a standard 2-wheel drive tow vehicle fitted with standard towing equipment (e.g. where a vehicle located in a low roof car park or at the back of a building or in a locked premises etc.) or where the Vehicle is loaded beyond its legal limit, or where it is considered not otherwise safe to move or transport;
- if it would be unacceptably dangerous for us to do so; or
- it would be illegal for us to do so.

g) Tyre Change Assistance

If the Vehicle has a flat tyre and you require assistance we will arrange to change the flat tyre and replace it with the spare tyre supplied with the Vehicle. If we cannot change the tyre for any reason (e.g. deflated spare tyre, missing locknut key, faulty wheel studs & nuts, faulty or missing tyre changing equipment, Vehicle in unsafe position, angle or on unstable terrain), then a tow will be provided to the nearest Accredited Service Provider within the Service Limits.

h) Assistance to arrange taxi and accommodation

If you ask us to do so, we will assist you to organise taxis to transport you from a Breakdown location, or accommodation while a vehicle is being repaired. You must pay all taxi fares, accommodation and ancillary costs.

8. EXCLUSIONS

The FCR Service does not cover:

- a) Vehicles that are not currently registered;
- b) a Vehicles that been issued with a defect notice, or the condition of which makes it unsafe to drive and which cannot be made safe to drive as reasonably determined by us;
- c) a Vehicle that is unattended (unless you have discussed a safety concern with us at the time of making a Callout);
- d) a Vehicle on which repairs have been attempted by anyone (including a motor vehicle repairer) or a vehicle that is partly or fully dismantled;
- e) a Vehicle which is located at any motor vehicle repairer;
- f) costs for labour or parts provided by any motor vehicle repairer;
- g) any financial loss or liability in any way connected with an Accident or Breakdown;
- h) any storage costs for the Vehicle (including temporary overnight storage belonging to towing/Accredited Service Providers) incurred when you are using the FCR Service;
- i) a Vehicle that we have determined has been subject to neglect or abuse, or that has not been used with reasonable care;
- j) a Vehicle that is being driven or attended to by a driver that does not have a valid driver's licence;
- k) towing following any incident not normally covered by a policy of motor insurance (e.g. accidental damage or wilful and malicious damage or damage caused during attempted theft or theft of the Vehicle);
- l) assistance for any Vehicle involved in any form of motor sport or racing;
- m) the cost of passenger and/or vehicle ferry crossing fees;
- n) assistance to any Vehicle operating as a taxi (including ride share vehicles such as Uber), a limousine, or a for hire or rental vehicle; or
- o) assistance to Vehicles operating outside of the Service Limits.

Where we incur any costs in attempting to provide the FCR Service to you prior to us becoming aware that any of the circumstances specified in this section apply, you must reimburse us for all such costs.

9. REFUSAL OF SERVICE

We have the right to refuse to provide the FCR Service if any of our representatives, including roadside service representatives, feel threatened or intimidated by you, or otherwise have a reasonable concern for their own health or safety.

We reserve the right to refuse service should you behave dishonestly.

10. YOUR RIGHTS

This Agreement should be read alongside the Australian Consumer Law (ACL) and nothing in this Agreement purports to exclude any statutory rights available to you. The ACL gives you statutory rights including guarantees and remedies that by law cannot be excluded or modified. The ACL guarantees and remedies include repair or replacement, a refund, compensation for reasonably foreseeable loss or damage, or a resupply of the goods or services if the goods or services do not meet the standards required by the law.

11. LIABILITY

We will use reasonable skill and care when providing the FCR Service. However, except for liability under any law (including the Australian Consumer Law) which cannot be excluded, we exclude all liability to you for loss of business, loss of profit, loss of savings or loss of opportunity or any indirect or consequential loss arising out of the provision of the FCR Service and any claims against you by any other person.

12. MANUFACTURER'S OR DEALER'S WARRANTY

We will not be liable in any circumstances for breach of any condition of any manufacturer's or dealer's warranty as a result of the provision of the FCR Service.

13. GOVERNING LAW

This Agreement is governed by the laws of the state of Victoria. Under this Agreement you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there.

14. SEVERANCE

Each clause of this Agreement is severable. If at any time any provision of this Agreement becomes illegal, invalid, or unenforceable in any respect for any reason, the Agreement will remain in full force apart from such provision which will be deemed deleted.

15. PRIVACY

In order to provide the FCR Service to you we may collect personal information from you. We will collect, store, use and disclose your personal information in accordance with the *Privacy Act 1988* (Cth), the Australian Privacy Principles and our privacy policy.

16. DEFINITIONS

Accident or Accidental damage: means an incident where the Vehicle has been damaged in a collision or impact with another object, whether caused by mechanical failure or not.

Accredited Service Provider: means all vehicle repair stations as approved from time to time by us.

Breakdown: means an incident where the Vehicle cannot be driven due to mechanical or other failure, and includes a flat tyre, a flat battery, a lockout incident or a vehicle that has run out of fuel.

Callout: means our response to a request for assistance over the telephone or where we have been dispatched to attend to your Vehicle subject to this Agreement. A callout includes where action is taken to fetch spare keys or have new keys cut or purchased, e.g. a taxi or courier service or a locksmith service.

Member: means any person or entity that is entitled to enjoy the benefits of the FCR Service in accordance with these terms and conditions.

Service Limits: means either:

- **within the greater metropolitan area of Australian cities** (including metro satellite cities, also major regional cities and major towns): from the point of breakdown to the nearest Accredited Service Provider, up to a limit of 15 kilometres.
- **regional locations, country and remote regions:** up to a 30Km tow (i.e. up to 60 kilometre round trip from our base and return; this includes where we are able to mobilise the Vehicle by assistance provided at the roadside or where the Vehicle is required to be towed to the nearest Accredited Service Provider).

you or your: means the Member and includes any person authorised to be driving the Vehicle.