

# **Subscription Terms and Conditions**

## **1. INTRODUCTION**

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1.1 Your Subscription Agreement (Agreement) with Motopool consists of:

- (a) these Subscription Terms and Conditions (Terms and Conditions);
- (b) the Blinker Privacy Policy; and
- (c) Motopool's Privacy Policy; and
- (d) Your Subscription Application.

1.2 The Agreement is governed by the laws of the state or territory in which Motopool provides and You agree that courts in that state have non-exclusive jurisdiction to determine any dispute that arises between You and Motopool.

1.3 The Australian Consumer Law applies to the Agreement and it provides You with rights that are not excluded, restricted or modified by the Agreement and any provision in this contract is subject to the specific protections and guarantees in that and any corresponding Federal, State or Territory legislation.

1.4 Motopool and Blinker use electronic signatures as a means of entry into the Agreement. When You insert an electronic signature You consent to the use of this means of acknowledgment and acceptance of these Terms and Conditions and Your obligations under the Agreement.

1.5 For the purposes of clarity, your subscription agreement is with Motopool. Blinker is a subscription platform that facilitates the capture and processing of certain information on behalf of Motopool.

## **2. SUBSCRIPTION REGISTRATION**

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2.1 To become a Motopool registered Member You must apply for a Subscription account (Your Account) with Motopool by entering all the required data included in the electronic form available on Motopool's website or by contacting Motopool to complete the application over the phone. Note that by becoming a Motopool registered member, you will also be registered as a Blinker member.

2.2 You must provide Motopool and Blinker with basic information and confirm Your eligibility by answering questions about Your driver's licence and driving history, including the mandatory information required by clause 3 of these Terms and Conditions. The information supplied by You will be provided to:

- (a) Cited for the purpose of performing an identity check; and
- (b) Experian for the purpose of a credit check

2.3 If Your identity check fails, You will be unable to proceed, but if it is confirmed, Your registration application will be instantly approved, manually approved or declined.

2.4 If a manual approval is required You must provide Motopool and Blinker with further information as it shall reasonably require, including but not limited to bank statements, utility bills and pay slips.

2.5 When Your Subscription is approved You must pay the Establishment Fee and sign the Agreement as confirmation that You have read and agree to be bound by these Terms and Conditions.

2.6 Your Subscription is considered active only when you collect the Vehicle. If you fail to collect the Vehicle within 10 days of Subscription approval then Your Subscription will not be activated.

2.7 Motopool and Blinker use electronic signatures as a means of entry into the Agreement. When You insert an electronic signature You consent to the use of this means of acknowledgment and acceptance of these Terms and Conditions and Your obligations under the Agreement and each time You make a Booking You reconfirm Your acceptance of these Terms and Conditions.

2.8 You warrant and agree that:

- (a) any information You provide as part of Your Account, including Your name, address and other identifying information is accurate, current and complete; and
- (b) You will keep confidential and not provide to any person Your login details, including any username, password, and/or password hint(s) chosen by You or assigned to You, and any other mechanism for accessing or logging on to the Blinker website.

## **3. REGISTRATION REQUIREMENTS**

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3.1 To qualify as a Member You must meet all of the following requirements:

- (a) be at least 21 and not over 75 years of age;
- (b) have no less than 12 months driving experience;
- (c) hold a valid licence to drive the Vehicle which is:
  - (i) issued in an Australian state or territory or an international licence (with a valid International Driving Permit or an approved translation into English if Your licence is not issued in English);
  - (ii) appropriate for the class of the Vehicle; and
  - (iii) not subject to any restriction or condition.

- (d) Your licence must not have been cancelled or suspended within the previous 3 years to the date of Your application;
- (e) You have not been convicted of any criminal, drink or drug driving charges in the last 5 years;
- (f) You have not made two or more motor insurance claims in the last 3 years;
- (g) not be bankrupt or have been bankrupt at any point within the last 7 years;
- (h) provide Motopool and Blinker with any documents Motopool and Blinker reasonably request, including but not limited to photo identification, proof of address and photocopies of Your driver's licence or credit or debit cards; and
- (i) provide Motopool and Blinker with an acceptable valid bank account for which to direct debit any fees and a signed direct debit authority.

3.2 You must immediately notify Motopool of any:

- (a) changes to Your contact details including Your phone number, address or email address;
- (b) changes to Your nominated credit or debit card;
- (c) suspensions or cancellations of Your Driver's Licence; or
- (d) changes to Your nominated bank account for the direct debit authority.

3.3 You consent to Motopool and Blinker communicating with you electronically via your nominated email address as your address for receiving notices relating to your facility.

- (a) You understand the risks associated with sending or receiving personal information via email.
- (b) You should check your nominated email address regularly. Any notice or document we send to you by electronic communications will be deemed to have been received by you.
- (c) You may not receive further paper documents. You are responsible for viewing, printing or saving documents or information you receive from us electronically.

#### **4. SUBSCRIPTION**

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4.1 There are conditions of Your Subscription that You:

- (a) pay all fees, including Your Subscription Plan fees, by credit or debit card or by direct debit, when they become due;
- (b) prevent any person who is not an Authorised Driver from accessing the Subscription services;
- (c) not allow any other person, except an Authorised Driver, to drive the Vehicle;
- (d) maintain a current driver's licence; and
- (e) comply with these Terms and Conditions and any conditions that are part of or attached to Your Booking.

4.2 This Agreement will operate for the term of Your Subscription Plan and will renew automatically for a further equivalent term at the expiration of each Subscription Plan until terminated pursuant to this clause 4.

4.3 You may cancel this Agreement and Your Subscription Plan by providing no less than 21 days' written notice to Motopool. There will be no refund if the date of cancellation takes effect before the expiry of the Subscription Period.

4.4 Motopool may also cancel this Agreement and Your Subscription Plan by providing You with one month's written notice to You. There will be no refund if the date of cancellation takes effect before the expiry of the Subscription Period.

4.5 Motopool or Blinker may terminate this Agreement and Your Subscription Plan by notice in writing to You if it reasonably believes that You have committed a Serious Breach of this Agreement

#### **5. VEHICLE SUBSCRIPTION PLANS**

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5.1 Once Your Subscription is approved You must choose a Subscription Plan based on Your requirements and Our assessment of Your serviceability eligibility.

5.2 Subscription Plans have minimum terms and are subject to clause 4.2 of these Terms and Conditions.

5.3 If Your Subscription Plan is cancelled or terminated, Your Subscription will also be terminated simultaneously.

#### **6. BOOKINGS**

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6.1 Once a Subscription Plan is approved by Motopool You may select a Vehicle and a commencement date for the Booking using the online booking process.

6.2 Each Booking, including for any Swapped Vehicle, is subject to these Terms and Conditions.

6.3 You must always comply with the conditions that are part of Your Booking including strictly observing the times and dates and duration of Your Booking Period.

6.4 The Subscription Plan You have chosen sets the minimum term for a Booking and an Early Return Fee plus the first 30 days minimum commitment (not exceeding the minimum cost of the chosen Subscription Plan) applies if You return the Vehicle, including any Swapped Vehicle, prior to the expiration of the minimum term of Your Subscription Plan.

6.5 Once Motopool has confirmed Your Booking You have the right to use the Vehicle for the Booking Period and if You require the Vehicle for a longer period, subject to it not being booked to another member, You may extend Your current Booking using the online booking process.

6.6 A confirmed Booking does not constitute a lease or give any proprietary right to or interest in the Vehicle and does not give

You any rights under the Personal Property Securities Act 2010.

## **7. SWAPS**

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- 7.1 A Swap may be requested no less than 21 days in advance in writing via email to Motopool and is subject to Vehicle availability.
- 7.2 You are entitled to Swap the Vehicle by paying a Swap Fee.
- 7.3 For applicable plans only where indicated by Motopool on its website, You may Swap the Vehicle without cost if You have maintained a current Subscription Vehicle for 90 consecutive days. Subsequent Swaps are subject to Your extension of Your Subscription Vehicle and completion of a further 90 day Subscription Period.
- 7.4 You may Swap a Vehicle prior to Your entitlement under clauses 7.2 or 7.3 by paying a Swap Fee, subject to one swap in any Subscription Period.
- 7.5 A Swap will be subject to a new Subscription Agreement and the Subscription fee applicable to the Swap Vehicle will apply from the date of the Swap. A new subscription end date will apply equivalent to the Minimum Term of the applicable Subscription Plan from the date of the Swap.
- 7.6 A Swap will be subject to clause 13.5.

## **8. VEHICLE COLLECTION**

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- 8.1 At the Start of each Booking Period when collecting the Vehicle You must inspect it to make sure that any pre-existing Damage is noted and shown in the Vehicle Condition Report. Your failure to note any pre-existing Damage will prejudice Your ability to dispute the Damage occurred during the Booking Period.
- 8.2 Motopool strongly recommend that You take photos of each side of the Vehicle, its front, rear and interior in case there is a dispute about Damage detected at the end of the Booking Period.

## **9. CONDITIONS OF USE OF THE VEHICLE**

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- 9.1 Only You or an Authorised Driver may drive the Vehicle. Allowing anyone who is not an Authorised Driver to drive constitutes a Serious Breach of the Agreement that not only excludes You and the Authorised Driver from any entitlement to Damage Cover indemnity but also allows Motopool to take immediate possession of the Vehicle.
- 9.2 The Vehicle must not be driven by You or an Authorised Driver :
- (a) whilst intoxicated or under the influence of drugs or alcohol or with a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit set by law;
  - (b) recklessly or dangerously; or
  - (c) whilst the Vehicle is damaged or unsafe.
- 9.3 You and any Authorised Driver must not:
- (a) fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
  - (b) allow the vehicle to be driven by a provisional or probationary licence holder or learner driver
  - (c) use the Vehicle:
    - (i) for any illegal purpose;
    - (ii) to move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
    - (iii) to propel or tow another vehicle or a trailer;
    - (iv) to carry illegal drugs or substances;
    - (v) in connection with the motor trade for experiments, tests, trials or demonstration purposes; or
    - (vi) in an unsafe or un-roadworthy condition.
- 9.4 You and any Authorised Driver must not:
- (a) damage the Vehicle deliberately or recklessly or allow anyone else to do so;
  - (b) modify the Vehicle in any way;
  - (c) sell, rent, lease or dispose of the Vehicle; or
  - (d) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009.
- 9.5 You and any Authorised Driver must not use the Vehicle to carry:
- (a) passengers for hire, fare or reward or for rideshare purposes;
  - (b) more than the number of passengers for which the Vehicle is licensed; or
  - (c) any load that exceeds the limits for which the Vehicle was designed, constructed, registered or licenced.
- 9.6 You or an Authorised Driver must not:
- (a) use the Vehicle to transport any pets or animals except assistance animals; or
  - (b) smoke in the Vehicle and You must prevent any passenger from doing so.

- (c) Additional cleaning and deodorising costs must be paid if there is a breach of this clause.
- 9.7 The Vehicle must never be driven on:
- (a) an Unsealed Road;
  - (b) Off Road; or
  - (c) above the snow line between 1 May and 31 October,
  - (d) unless Motopool has given prior written permission.
- 9.8 The Vehicle must not be used in any area that is prohibited by Motopool. Prohibited areas include:
- (a) roads that are prone to flooding or are flooded;
  - (b) beaches, streams, rivers, creeks, dams and floodwaters;
  - (c) any road where the police or an authority has issued a warning;
  - (d) any road that is closed; and
  - (e) any road where it would be unsafe to drive the Vehicle.
- 9.9 The Vehicle must never be driven or used:
- (a) outside the state from which Motopool resides; or
  - (b) onto any island that is off mainland Australia,
  - (c) unless Motopool has given prior written permission.
- 9.10 You must pay all tolls, speeding and traffic fines and infringements as well as any fines or charges imposed for parking or using the Vehicle or release of the Vehicle if it has been seized by a regulatory authority.
- 9.11 You and any Authorised Driver must make sure that the Vehicle is locked when not in use or unattended and the keys or remote control device must be kept in Your possession at all times and are never left in the ignition when the Vehicle is unattended.
- 9.12 You and any Authorised Driver must take reasonable care of the Vehicle by:
- (a) preventing it from being damaged;
  - (b) making sure that it is protected from the weather;
  - (c) maintaining the engine and brake oils and coolant level and tyre pressures;
  - (d) using the correct fuel type; and
  - (e) making sure it is not overloaded.
- 9.13 You and any Authorised Driver must inform Motopool immediately if:
- (a) a warning light or fault message appears;
  - (b) You see or become aware of low engine or brake oils, or engine coolant levels;
  - (c) the Vehicle develops any fault during the Subscription Period; or
  - (d) if the GPS tracking device is removed or otherwise ceases to function.
  - (e) If You fail to notify Motopool and continue to use the Vehicle You will be responsible for any Damage or Third Party Loss.
- 9.14 You must not let anyone else repair or work on the Vehicle or tow or salvage it without Our prior written authority to do so.
- 9.15 You must notify Motopool when Your Vehicle is due for a service and as directed by Motopool You must arrange to take the Vehicle to an approved service provider for the purpose of repairs or maintenance, including for the purpose of servicing the GPS tracking device.
- 9.16 Where Motopool has determined the Vehicle cannot be driven or used by You or any Authorised Driver due to repair or work on the Vehicle, a courtesy or replacement Vehicle may be provided only where the expected duration of the repair or work on the Vehicle exceeds 2 business days. A courtesy or replacement Vehicle must be collected by You from Motopool subject to clause 8.
- 9.17 Where Motopool has given You prior authority to repair the Vehicle You must keep and produce to Motopool the original tax invoices and receipts for any repairs, towing or salvage and You will be reimbursed only if these expenses have been authorised by Motopool.
- 9.18 Any entitlement to reimbursement is subject to there being no Major Breach of the Agreement and that You have paid all fees, including Your Subscription Plan fees. Motopool reserves the right to refuse any entitlement to reimbursement until such time that Your Subscription is in good order with no overdue fees.
- 9.19 You and any Authorised Driver must not leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator.
- 9.20 You must pay for the fuel costs incurred for the use of the Vehicle, including any required additive such as AdBlue.

## **10 TOLL CHARGES**

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- 10.1 You must pay for the toll road operator for the use of the Vehicle on toll roads and it is Your responsibility to fit an electronic tag (e-tag) to the Vehicle and promptly pay all toll road fees and charges.
- 10.2 You must notify Motopool of the e-tag number fitted to the Vehicle.
- 10.3 If you fail to fit an e-tag or the e-tag is not recognised by a toll road, Motopool will charge You the toll fee, a number plate recognition fee and a Toll Processing Fee per toll charge incurred.

10.4 Tagless toll accounts are not supported.

## 11 DAMAGE COVER

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11.1 Standard Damage Cover is included in Your Subscription Plan. Subject to these Terms and Conditions, Motopool will indemnify You for the theft of the Vehicle, any Damage or Third Party Loss but You must pay up to the Damage Excess shown on the Subscription Agreement for Vehicle Subscription for each Accident or theft unless:

- (a) Motopool agree You or any Authorised Driver were not at fault; and
- (b) the other party was insured and their insurance company accepts liability.

11.2 An additional Damage Excess applies if You are 21 to 24 years of age.

11.3 Subject to these Terms and Conditions, Liability Protection entitles You to reduce the Damage Excess payable for each Accident or theft claim to \$1,000 if:

- (a) You pay an additional Liability Protection fee as part of Your Vehicle Subscription; and
- (b) Your Vehicle Subscription payments are not in arrears or overdue on the date of the Accident to theft.

11.4 The Damage Excess payable under clauses 11.1, 11.2 and 11.3 will be charged to Your provided payment method, subject to clause 14.3 :

- (a) if the Vehicle has been stolen, after Motopool has made reasonable enquiries and it is the opinion of Motopool it is unlikely the Vehicle will be recovered; and
- (b) for Accidents in which there is also Third Party Loss, after:
  - (i) a reasonable estimate of the Third Party Loss has been made;
  - (ii) a repairer's estimate or tax invoice verifying the amount charged for Damage has been obtained; and
  - (iii) all documents verifying the Third Party Loss and Damage have been sent to You,
  - (iv) unless You have expressly authorised the charge to Your credit card at an earlier time.

11.5 Subject to these Terms and Conditions, Liability Protection entitles You:

- (a) To reduce the Damage Excess payable for Vehicle Subscription for each Accident or theft to \$1,000, if:
  - (i) You are paying a weekly Liability Protection fee as part of Your Vehicle Subscription at the time of the Accident or theft
  - (ii) Your Vehicle Subscription payments are not in arrears or overdue

## 12. DAMAGE COVER EXCLUSIONS

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12.1 There is no Damage Cover and You and any Authorised Driver are liable for:

- (a) Damage or Third Party Loss arising from:
  - (i) a Major Breach of the Agreement; or
  - (ii) the use of the Vehicle by any driver who is not an Authorised Driver;
- (b) Overhead Damage;
- (c) Underbody Damage; and
- (d) Damage caused by immersion of the Vehicle in water.

12.2 There is also no Damage Cover for:

- (a) the full cost of replacing or repairing any accessories supplied by Motopool including, but not limited to GPS units, lost keys, keyless start and remote control devices; or
- (b) personal items that are left in or stolen from the Vehicle or for loss or damage to property belonging to or in the custody of:
  - (i) You;
  - (ii) any relative, friend or associate of Yours ordinarily residing with You or with whom You ordinarily reside; or
  - (iii) Your employees.

## 13. VEHICLE RETURN

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13.1 You must request in writing to Motopool of your intention to return the Vehicle by providing no less than 21 days notice or pay the equivalent of 21 days Subscription Charges. You will be required to return the Vehicle to Motopool at the agreed time only.

13.2 If You fail to return the Vehicle at the agreed time:

- (a) Motopool may terminate the Agreement and remotely disable the Vehicle using a telematics device and:
  - (i) if the Vehicle's location is known Motopool may repossess the Vehicle from its current location without using unreasonable force and if the Vehicle is located on Your premises You give Motopool permission to access and enter Your premises to do so; and
  - (ii) if its location is unknown, after making reasonable attempts to contact You, Motopool will report the Vehicle as stolen to the Police.
- (b) You must provide a further 21 days notice request in writing to Motopool of your intention to return the Vehicle under clause 13.1.

13.3 You must pay all costs and charges associated with its recovery and repossession under clause 13.2, even if all arrears are fully paid subsequent to repossession. These include:

- (a) towing, recovery and storage charges;
- (b) release fees claimed by third parties, including from compounds where the Vehicle has been lawfully seized by a regulatory authority; and
- (c) repossession agent's fees.

13.4 If You return the Vehicle with less than a full tank of fuel, a Refuelling Fee will apply as per the current rates on Motopool's website.

13.5 You must:

- (a) return the Vehicle:
  - (i) to the location provided by Motopool; and
  - (ii) in the same condition it was in at the beginning of the Booking Period including ensuring the Vehicle is cleaned; and
  - (iii) with a full tank of fuel;
- (b) pay:
  - (i) any outstanding charges;
  - (ii) the Damage Excess if there is Damage or Third Party Loss as a result of an Accident or the Vehicle has been stolen;
  - (iii) any costs Motopool incur, including extra cleaning costs under clause 9.6, in reinstating the Vehicle to the same condition it was in at the Start of the Subscription Period, fair wear and tear excluded;
  - (iv) the replacement cost or incurred loss for the of replacement of the service logbook or other accessories supplied to You at the commencement of the Subscription, if the Vehicle is returned to Motopool without these items;
  - (v) for all Damage arising from a Major Breach of the Agreement;
  - (vi) for all Overhead Damage;
  - (vii) for all Underbody Damage; and
  - (viii) for any Damage caused by the immersion of the Vehicle in water.
- (c) sign the Vehicle Return Inspection Report.

13.6 You must ensure You have removed all of Your personal property from the Vehicle at the end of the Booking Period and You acknowledge that Motopool are not responsible for any personal property remaining in the Vehicle thereafter. If the Vehicle has been repossessed pursuant to clause 13.2(a) it is Your responsibility to contact Motopool and to arrange collection of any personal property left in the Vehicle.

## 14. FINANCIAL OBLIGATIONS

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14.1 At the start of the Subscription Period You must pay a Security Deposit as security for charges that may be incurred during the Subscription Period.

14.2 For amounts owing to Motopool pursuant to this Agreement, you authorise Motopool and Blinker to charge any provided payment method.

14.3 A valid payment method must be provided to Motopool and Blinker at all times.

- (a) You are not permitted to revoke authorisation to charge any provided payment method unless a valid alternative payment method is provided;
- (b) You must provide at least seven (7) days written notice via email to Motopool to remove any provided payment method from Your Subscription Plan, subject to clause 14.3 (a).

14.4 A weekly kilometre limit applies to Your use of the Vehicle according to the Subscription Plan You have selected.

- (a) For each week You exceed the limit shown in the Subscription Plan You will incur an additional Kilometre Usage Fee per kilometre in excess of the limit travelled.
- (b) The weekly kilometre usage is calculated on a fixed weekly cycle and may not reflect the weekly billing cycle of your Subscription Plan.
- (c) The weekly kilometre usage is typically calculated based on GPS location data and may not reflect the kilometre usage as shown by the Vehicle or the odometer shown in Your Agreement, subject to clause 14.4 (e).
- (d) Kilometres allocations do not roll over. Any unused kilometres are forfeited.
- (e) An administrative fee of \$500 applies where the GPS unit has been tampered with or removed. Where a GPS unit has been tampered with or removed, excess kilometre fees apply:
  - (i) equivalent to the maximum weekly kilometre limit of Your Subscription Plan for the duration that the GPS unit has been tampered with or removed; or
  - (ii) based on the calculated kilometres traveled based on the last known locations of the Vehicle;
  - (iii) whichever is greater.

14.5 Amounts owing to Motopool pursuant to this Agreement accrue interest at the rate of 10% per annum commencing 28 days after the amount became due.

14.6 Late payments

- (a) An administrative fee of \$25 applies to all late payments that are more than seven (7) days overdue, which compensates Motopool for the extra labour and associated costs of contacting You when payments are overdue.

14.7 Default in payment

- (a) If You default in payment of any moneys owed to Motopool under the Agreement for a period of 28 days or more:

- (i) after providing You with reasonable notice, Motopool and Blinker may remotely disable the Vehicle using the telematics device that enables it to be remotely disabled to prevent the Vehicle being started;
- (ii) Motopool may repossess the Vehicle without using unreasonable force and You give Motopool permission to access and enter Your premises to do so; and
- (iii) You authorise Motopool and Blinker to provide information of that default to a credit reporting body and to obtain an up to date consumer credit report on You. Personal information may be used and disclosed by the credit reporting body in accordance with the Privacy Act to create or maintain a credit information file containing information about You, including defaults in excess of 60 days and the debt owed to Motopool.

## **15. ACCIDENTS OR BREAKDOWNS**

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- 15.1 Twenty four hour roadside assistance is provided free of charge for breakdowns (but not for Accidents) and You must contact Motopool to arrange that assistance. Provided there has not been a Major Breach the roadside assistance provider will supply all practical assistance as soon as practicable.
- 15.2 Motopool are also not responsible for and there is no roadside assistance for:
- (a) damage as a result of use of the incorrect fuel type;
  - (b) a flat battery because the lights, accessories or entertainment system have been left on without the engine running;
  - (c) a flat battery where the Vehicle has not been used for more than 3 consecutive days;
  - (d) tyre changing or replacement as a result of a puncture or damage to the wheel;
  - (e) lost keys or remote control device; or
  - (f) keys or remote control device locked in the Vehicle.
- 15.3 Extra charges will apply if any of these services are provided at Your request.

## **16. ACCIDENT REPORTING**

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- 16.1 If You or any Authorised Driver have an Accident or if the Vehicle is stolen You must report the Accident or theft in writing via email to Motopool within 24 hours of it occurring and fully complete an Accident/Theft report form. Failure to report an Accident/Theft is a Major Breach of this Agreement.
- 16.2 If the Vehicle is stolen or if You have an Accident where:
- (a) any person is injured;
  - (b) the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or
  - (c) the other party appears to be under the influence of drugs or alcohol,
  - (d) You and any Authorised Driver must also report the theft or Accident to the Police.
- 16.3 If You have an Accident You must:
- (a) exchange names and addresses, telephone numbers and email addresses with the other driver;
  - (b) take the registration numbers of all vehicles involved;
  - (c) take as many photos as is reasonable showing:
    - (i) the position of the Vehicles before they are moved for towing or salvage;
    - (ii) the Damage to the Vehicle;
    - (iii) the damage to any third party vehicle or property; and
    - (iv) the general area where the Accident occurred, including any road or traffic signs;
  - (d) obtain the names, addresses and phone numbers of all witnesses;
  - (e) not:
    - (i) make any admission of fault;
    - (ii) promise to pay the other party's claim; or
    - (iii) release the other party from any liability;
  - (f) forward all third party correspondence or court documents to Motopool and Blinker within 7 days of receipt; and
  - (g) co-operate with Motopool and Blinker in the prosecution of any legal proceedings that Motopool and Blinker may institute or defence of any legal proceedings which may be instituted against You or Motopool and Blinker as a result of an Accident, including attending:
    - (i) Our lawyer's office; or
    - (ii) any Court hearing.

## **17. CONSEQUENCES OF A MAJOR BREACH OF THE AGREEMENT**

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- 17.1 If You or any Authorised Driver commit a Serious Breach of these Terms and Conditions:
- (a) You and any Authorised Driver have no Damage Cover and will be liable for all Damage, theft of the Vehicle and Third Party Loss; and
  - (b) acting reasonably, Motopool may terminate the Agreement and take immediate possession of the Vehicle; and
  - (c) You incur any costs or expenses or any other liabilities due to breach of this Agreement by You; and
  - (d) You will incur a penalty fee equivalent to 21 days Subscription Charges

## 18. PRIVACY

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18.1 The Vehicle is fitted with a telematics device that enables Motopool and Blinker to track the Vehicle when it is out of Our possession, including the Vehicle's location, speed and other features relevant to driver behaviour. When You sign the Subscription Application You are authorising Motopool and Blinker to use the GPS Tracking Device to track the Vehicle until it is returned to Motopool.

18.2 Motopool and Blinker are committed to complying with the Australian Privacy Principles. You may access the Motopool Privacy Policy at <https://www.motopool.com.au/privacy-policy/> and You may access the Blinker Privacy Policy at <https://www.blinker.com.au/privacy>

18.3 When Motopool and Blinker collect Your personal information Blinker will do so only for the purpose of providing Subscription Period services to You. This includes, but is not limited to, for the purpose of insurance, roadside assistance, employment references and debt collection. If You choose not to provide this information to Motopool and Blinker may not be able to provide those Subscription Period services to You.

18.4 Motopool and Blinker take reasonable steps to make sure Your personal information is accurate, up to date and complete and that it is protected from misuse, loss or unauthorised access, modification or disclosure.

## 19. DEFINITIONS

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19.1 Accident means an unintended and unforeseen incident, including:

- (a) a collision between the Vehicle and another vehicle or object, including animals and roadside infrastructure;
- (b) rollovers; or
- (c) a weather event, including hail Damage,
- (d) that results in Damage or Third Party Loss.

19.2 Authorised Driver means any driver who meets the requirements of clause 3.1, is approved by Motopool prior to the commencement of the Subscript

19.3 Damage means:

- (a) any loss or damage to the Vehicle including its parts, components and accessories, including the GPS unit, that is not fair wear and tear;
- (b) towing and salvage costs;
- (c) assessing fees;
- (d) claims administration fee; and
- (e) Loss of Use,
- (f) and for the removal of doubt, any Damag

19.4 Damage Excess means the amount, including GST, up to which You must pay Motopool in the event of an Accident or attempted theft that causes Damage or Third Party Loss or the Vehicle has been stolen and not recovered.

19.5 GPS Tracking Device means a GPS or other device that is fitted to the Vehicle that has electronic tracking capabilities to determine its location and other data including speed and fuel levels.

19.6 Motopool, We, Us, Our, means MB Superstore Pty Ltd trading as Motopool ABN 36010604350.

19.7 Loss of Use means the loss we incur because the Vehicle is being repaired or replaced if it is written off as a result of an Accident or it has been stolen.

19.8 Major Breach means a breach of any of clauses, 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 9.11, 9.12, 9.13, 9.14, 9.15, 9.16, 9.17, 9.18, 9.19, 9.20, 16.1 that causes Damage, theft of the Vehicle or Third Party Loss.

19.9 Off Road means any area that is neither a sealed or an Unsealed Road and includes but is not limited to unformed roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters, sand, deserts, rocks, fields and paddocks.

19.10 Overhead Damage means:

- (a) Damage at or above the level of the top of the front windscreen of the Vehicle; or
- (b) Third Party Loss,
- (c) caused by:
  - (i) contact between the part of the Vehicle that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path;
  - (ii) objects being placed on the roof of the Vehicle; or
  - (iii) You or any person standing or sitting on the roof of the Vehicle.

19.11 Subscription Charges means the charges payable for renting the Vehicle from Motopool together with GST and any other

19.12 Security Deposit means the amount We collect from You at the Start of the Subscription Period as security for the fees and charges incurred during Your Subscription Period.

19.13 Swap Fee means the charges payable by You as specified in this Agreement to Swap Your Vehicle.

19.14 Third Party Loss means loss or damage to third party property, including other motor vehicles and any claim for third party

loss of income.

19.15 Underbody Damage means any damage to the Vehicle caused by or resulting from contact between the underside of the Vehicle and any part of the roadway or any object or obstruction, including kerbs, gutters, speed or road humps, barriers or wheel stops and does not arise as a result of an impact with another vehicle.

19.16 Unsealed Road means a road that has been formed and constructed but is not sealed with a hard material such as tar, bitumen or concrete.

19.17 Vehicle means the Vehicle described in the Vehicle Condition Report and includes its parts, components and accessories, including the GPS unit.

19.18 You, Your means the person, whether it is an individual, a firm or company or government agency that rents the Vehicle from Motopool and whose name is shown in the Subscription Application.

19.19 Refuelling Fee means the charges payable by You as specified in this Agreement if You return the Vehicle with less than a full tank of fuel.

19.20 Early Return Fee means the charges payable by You as specified in this Agreement to return Your Vehicle before the minimum term that applies to Your Subscription Plan.

19.21 Kilometre Usage Fee means the charge payable by You as per the current rates on Motopool's website.

19.22 Toll Processing Fee means the charge payable by You as per the current rates on Motopool's website.