

Roadside Assistance

Membership Certificate with Terms and Conditions

Member's Name:	SAMPLE ONLY
Vehicle Registration Number:	SAMPLE ONLY
Vehicle Covered:	SAMPLE ONLY
Commencement Date:	SAMPLE ONLY
Expiry Date:	SAMPLE ONLY

Budget Direct offers a Roadside Assistance service that provides you with peace of mind. In the unfortunate event of a breakdown, assistance is only a phone call away. The Roadside Assistance service is provided by Ultra Tune Roadside Assistance. With access to an extensive national roadside assistance fleet, you won't be left stranded.

The Roadside Assistance service offers you the following benefits:

- ✓ Flat battery assistance
- ✓ Emergency key service
- ✓ Breakdown towing
- ✓ Tyre change assistance
- ✓ Emergency fuel supply
- ✓ Unlimited technical advice hotline
- ✓ Minor mechanical roadside repairs

If you require Roadside Assistance, please call:

Roadside Assistance 24 Hour Help Line
1800 069 459

**Please store this document in your glove box and
this number in your mobile phone.**

When you call, please provide the following:

- ✓ Your name
- ✓ Your Vehicle Registration Number
- ✓ The exact location, including the road you are on, plus the nearest road intersection if possible
- ✓ The number of the phone you are calling on.

What Is Included In The Service?

In the event of a breakdown on the road or at home where the Vehicle can not be driven Ultra Tune Roadside Assistance will, within the Service Limits, perform whichever one of the services below at its sole discretion it deems to be necessary:

1. **Technical Assistance:** Will be given on the phone to diagnose the problem that may help to get the Vehicle running or;
2. **Minor Mechanical Repairs:** Including but not limited to fuses, repairs to hoses and drive belts, where in the reasonable opinion of Ultra Tune Roadside Assistance or its authorised roadside contractor such repairs can be satisfactorily completed at the roadside and where the contractor has the necessary parts and equipment for the task at hand, or;
3. **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 Ultra Tune Auto Service Centre or other Ultra Tune Roadside Assistance authorised Service Provider or to your own Vehicle manufacturer's authorised dealership within the service limits. We will pay for the towing in Australia within the Service Limits. You must pay for the costs of towing outside the Service Limits. In any instance following Vehicle recovery where the member requests the Vehicle to be placed in storage, all costs associated with the storage and subsequent towing will be at the Member's expense.

Please note:

- ▶ We will not tow your Vehicle if it has been in an accident, or if mechanical failure has caused panel damage or impact damage, or where damage is as a result from any wilful or malicious act/s, or where any damage was caused as a result of Vehicle theft or attempted theft.
 - ▶ We will not tow your Vehicle if it is not, at the tow driver's sole discretion, reasonably accessible and readily trafficable by a standard two wheel drive tow vehicle fitted with standard towing equipment (e.g. low roof car park, at the back of a building, etc), or where it is loaded beyond its legal limit, or where it is considered not otherwise safe to move or transport.
 - ▶ Towing will be provided to your Vehicle provided standard towing equipment can be used and any surcharges re use of special equipment such as go jacks/jinkers/winches and/or use of heavy capacity towing equipment, will be at driver's expense.
 - ▶ If your Vehicle requires towing, and you are towing a trailer, at the sole discretion of the tow operator the trailer is not overloaded or otherwise unfit to tow for the purposes of this agreement, we will tow the trailer (up to 1.0 tonne Gross Mass) within the service limits to the same destination as the Vehicle. If requested, we can arrange towing of a trailer heavier than 1.0 tonne at the member's expense.
- ▶ Towing for Vehicles heavier than 2.5 tonne Gross Vehicle Mass may be subject to a weight surcharge due to the towing contractor's tow truck weight carrying specification - where such charge is levied, the Driver will pay for this.
 - ▶ Transport of passengers is not covered under this product. However we can assist you to arrange a taxi at the member's expense.
4. **Flat Battery:** Where our consultants determine your Vehicle has a flat battery, we will try to start it using surge protected jumper leads or, if we ascertain that the battery ran flat as a result of some other primary cause, eg. 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. If the battery needs to be replaced, then at the member's request and expense we will arrange for a mobile battery replacement service where available.

Please Note:

- ▶ A subsequent call-out for the same reason within the same 24 hour period will be only provided at the customer's expense. Further, following a call-out for a flat battery or other "no start" situation as described above, where the primary cause of the "no start situation" is a faulty battery, faulty charging, electrical or starting system component, this fault/s must be rectified by a suitably qualified service centre before the vehicle can qualify for further roadside assistance regarding the same matter. A subsequent call-out for assistance where the "no start situation" is due to a required repair not being attended to, assistance will be provided at the customer's expense.
5. **Out of Fuel:** If your Vehicle runs out of fuel, up to \$15.00 worth of fuel will be supplied at the roadside. Where this is not possible for any safety related or any other reason, (eg. LPG fuelled Vehicles, or where packaged petrol or diesel is not physically available at roadside,) the Vehicle will be towed to the nearest fuel outlet within the Service Limits and any fuel purchased will be at the member's expense.
 6. **Tyre Change Assistance:** If within the Service Limits your Vehicle has a flat tyre and you require assistance, we will arrange to change your flat tyre and replace it with the spare tyre supplied with your Vehicle. We can assist you to change the tyre providing the correct, serviceable and inflated spare tyre is available in the Vehicle and that the Vehicle's own serviceable jack and wheel brace/tools are readily accessible within the vehicle for use by the contractor.

Please Note:

- ▶ If we cannot change the tyre for any reason, eg. deflated spare tyre, missing locknuts, faulty wheel studs & nuts, faulty or missing tyre changing equipment, Vehicle in unsafe position, angle or on unstable terrain, then within the Service Limits, a tow will be provided to the nearest tyre repairer.

7. **Lockouts:** If you have locked your keys within your vehicle or lost your keys, then subject to satisfactory proof of driver identification and with the Vehicle owner's authority, we can refer a service provider to assist entry to the vehicle or a taxi to fetch a spare key. We will pay up to the first \$55.00 (inclusive of GST) of any callout for a lockout situation.

Please note:

- ▶ Attempting to gain entry to your vehicle by any other means other than a key or keyless transponder can result in damage to your vehicle. Ultra Tune Roadside Assistance and its contractors will not accept liability for any damage caused as a result of gaining entry or attempting to gain entry to your vehicle.

Call Limits

You are entitled to up to four (4) call outs per year in total. A call out is a response to a request for assistance where a service vehicle has been dispatched and/or where action is taken to fetch spare keys or have new keys cut/purchased, e.g. taxi/courier service or locksmith service.

Call outs which are not used by the expiry date will be forfeited. If you exhaust the service call outs during the course of the term, we will arrange the service you require at your own expense. Regarding Item 3 "Towing"; where your Vehicle has been delivered to an Accredited Service Provider within the Service Limits, the call out is deemed to have been completed and any request for a second tow to an alternate repairer or other location is not covered within the terms and conditions of this policy; in this instance at the member's request and expense, we will arrange a re-tow of the Vehicle.

Definitions/Terms And Conditions

These are the terms and conditions of this service:

You, or Your, or The Member: means the person or persons named on your current membership certificate.

Your Vehicle, or The Vehicle: means the Vehicle identified in this Roadside Assistance Membership Certificate.

The Driver: means you or anyone you allow to drive or be in control of the Vehicle.

Ultra Tune Roadside Assistance: means Ultra Tune Roadside Assistance Pty Limited (ABN 52 987 089 665) and 'we' and 'us' or 'our' refers to Ultra Tune Roadside Assistance, unless otherwise stated.

Home: means the address where you live in Australia.

Service Limits: means,

- ▶ **Greater Metropolitan Cities** including metro satellite cities, also major regional cities and major towns: up to 10 kms from the point of breakdown to the nearest Accredited Service Provider.

- ▶ **Country and Remote Regions** including any non-built-up regions: up to 40 kms ROUND TRIP from the Roadside Contractor's base to the place of breakdown; this includes where the Roadside Contractor is 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.

Service Providers: this service is provided by Ultra Tune Roadside Assistance Pty Limited (ABN 52 087 089 665) or its agents. Ultra Tune Roadside Assistance registered office is Suite 1, 38-40 Prospect Street, Box Hill, VIC, 3128.

Accredited Service Provider: means all Ultra Tune Auto Services Centres or other licensed Vehicle repair stations as approved from time to time by Ultra Tune Roadside Assistance.

Service Area: this service operates within the Service Limits in mainland Australia and Tasmania as well as any island connected to the mainland via a bridge. This service will be provided if the Vehicle is stranded at home, on a public road or other road or area to which the public has a right of access ('the road'). This excludes areas such as creek beds, beaches, open fields, parks and ovals, tracks or trails used for logging or forestry service roads.

Cancellation: in the event of cancellation there will be No Refund of monies paid.

Emergency situations: – If you are in an emergency situation call "000": we are not an emergency service. If we become aware or suspect that you or any other person is in an emergency situation (e.g. child locked in a car), we may contact the police or other emergency service.

General Terms

1. This service is for Australian residents only.
2. Roadside Assistance will only commence 48 hours after the purchase of the Roadside Assistance agreement date. Service and benefits are not available for any incident, which occurred prior to joining or during the 48 hour period.
3. Only the Vehicle and with the registration number shown on this certificate will receive the service offered.
4. This cover is reserved for vehicles that are primarily used for social and private purposes, not vehicles used for regular commercial purposes.
5. This certificate should be kept in your glove box and presented to the roadside contractor at the time of a call-out. If you cannot verify to us the policy is valid and if our records do not show your vehicle as being current in our data base, then we will provide the service at your cost and will provide a refund (within the service limits) for any costs once it is established the policy is indeed valid, current, and has not previously used up all allotted callouts available on the policy.

General Terms *(continued)*

6. In the event of you disposing of and replacing the Vehicle, this agreement may be transferred to the replacement vehicle. Roadside Assistance to the replacement Vehicle will then only commence 48 hours after you notify Auto & General Services of the replacement Vehicle. Service and benefits are not available for any incident, which occurred to the replacement Vehicle prior to or during the 48 hour period.
7. We will only accept a road registered Vehicle of not more than 2.5 tonne Gross Vehicle Mass.
8. We cannot provide this service if the Vehicle is unattended.
9. Our employees and contractors will use reasonable skill and care when providing the service.
10. We will not be liable for any direct, indirect or consequential losses (including loss of profit) incurred by you as a result of:
 - ▶ our acts or omissions,
 - ▶ the acts or omissions of our agents or contractors acting on our behalf.
11. We do not guarantee that delays will not occur from time to time for a variety of reasons including severe weather conditions, general & unexpected traffic congestion and/or where contractors are engaged in other roadside recovery activities or attending to car accident/s.
12. Additional towing or callout requests resulting from the one breakdown/callout event will only be provided at the cost of the Driver and no second tow will be provided for the same fault; i.e. the primary fault must be rectified before a second tow/callout for the same reason - eg a "no-start" due to a faulty battery or due to a battery of insufficient capacity must be replaced with a fully charged and serviceable battery of the appropriate specification for the vehicle before a further request for a flat battery type issue.
13. Some modified Vehicles, eg lowered, flared guards, scoops & various body accessories, etc, may hinder/prevent loading the vehicle on to a standard recovery vehicle. The driver will bear any costs associated with such callout where for any reason the recovery vehicle is unable to load the immobilised Vehicle and also the driver will bear the costs for any subsequent specialised recovery vehicle to attend.
14. When emergency roadside assistance is requested on your nominated vehicle more frequently then we consider reasonable and/or where we determine the breakdown is due to some pre- existing fault or associated with an un-roadworthy vehicle, you may be requested to ensure that the vehicle is placed in a sound mechanical and roadworthy condition and, until this has been done, any requests for free service may be refused or service may be provided for a fee.
15. We have the right to refuse to provide this service if anyone using the service behaves in a threatening or abusive way to our staff or contractors.
16. To ensure the quality of our services your telephone calls to and from us may be monitored and recorded.
17. We reserve the right to cancel the service immediately if payment of the Roadside Assistance fee is not received.
18. We may take legal action against anyone who uses our services dishonestly.
19. We will not be liable in any circumstances for any infringement howsoever caused to any manufacturer's or dealer's warranty as a result of any services supplied.
20. Each provision in this document may be separated from each other provision. If at any time any provision is or becomes invalid, illegal or unenforceable, this will not affect any of its other provisions.
21. If we delay or fail to rely on any right under this agreement we may rely on that right later. The law of VICTORIA will apply to this contract. You and Ultra Tune Roadside Assistance Pty Ltd submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.

This service does not include:

- ▶ Any servicing of your Vehicle;
- ▶ The cost of ferry crossings and road toll charges;
- ▶ The cost of parts or other supplies, except for the provisions of Item 5 "Out of Fuel";
- ▶ Any Vehicle storage charges incurred when you are using our services;
- ▶ Labour or parts provided at any service station or centre to which the Vehicle is taken;
- ▶ A callout to attend or tow a vehicle at any location, including at home or on the road or at any mechanical workshop, where the vehicle is immobile and undergoing or awaiting repairs of any type;
- ▶ Towing or recovery service following any incident normally covered by a policy of motor insurance, eg accidental or wilful & malicious damage or damage caused during theft or attempted theft of the Vehicle;
- ▶ Recovery of bogged vehicles.

Customer Care

If you have used our service and are dissatisfied with any aspect of the service, please bring the complaint to our attention within 28 days of becoming aware of it by writing to us at: Ultra Tune Roadside Assistance, PO BOX 445, MELROSE PARK SA 5039. This does not affect your statutory rights.