

24/7 MEMBERSHIP TERMS & CONDITIONS

1.1 24/7 Roadservices will provide the member with Roadside Assistance, Australia wide. Membership may be registered under the name of an individual, company or an organisation. The membership will apply to the vehicle, which must be currently registered, described in the application.

1.2 Member services/benefits will become effective two working days after receipt of payment. Membership must be paid for and current to obtain any services or benefits.

1.3 Should you replace your vehicle your Membership is transferable (conditions apply). In order to organise the transfer you must contact 24/7, during business hours, within 7 Days of vehicle changeover occurring. Transfer will become effective two working days after notification is received by 24/7. Membership cannot be transferred to another person. An administration fee of \$10.00 applies. Transfer will become effective 2 working days after notification and payment is received by 24/7. Payment can be made using a credit card when you apply by phone for a transfer.

1.4 All fees paid to 24/7 Roadservices (including membership fees, administration fees, service fees and "Emergency Join-Up Fees" etc.) are non-refundable. Emergency join-up fees are required if you need service within two working days of joining. The fee is \$160 on top of your membership fee. This also applies to:

- Non members requiring immediate roadside assistance
- Lapsed members requiring immediate roadside assistance

1.5 Service will not be provided to a member who in our view is abusive, threatening or violent to any 24/7 staff member or contractor, or who attempts to receive service by deception. Should a member behave in this way we may, after full investigation;

- a) suspend or limit services to the member;
- b) impose service fees for further service requests;
- c) void the membership.

1.6 Any changes to the vehicle registration number or change of address must be reported to 24/7, during business hours, within 7 Days of the change occurring.

1.7 When requesting Roadside Assistance you must provide the correct vehicle details and the exact location of the vehicle. All services will be at your expense if we are not able to confirm your membership or locate your vehicle based on the information you have given us.

1.8 Roadside Assistance is only available on any sealed or designated road that the service provider deems to be safe. Roadside Assistance is only provided where the weight of the vehicle is less than 3.5 Tonnes gross and the length of the vehicle is less than 5.5 metres.

1.9 If your vehicle requires a tow, we can assist you in making arrangements for the transportation and or storage of any additional items other than your vehicle (e.g. caravan, car-trailer, horse floats etc). Towing will be provided for all types of Vehicles which do not exceed 3.5 tonnes and 5.5 Metres, provided that the Tow can be made with Standard Towing Equipment and such equipment is available. Towing will be provided using the most appropriate equipment available (such as lift-tow or flat-top truck) as determined by 24/7 Roadservices. Should Specialised Towing Equipment or Personnel be required (such as power winches, extended cables

or hydraulic vehicle moving jack dolly's etc) this service will be at the driver/member's expense - payable upon request of service.

1.10 There may be rare instances where a service provider is not available to assist you (remote areas). In these instances you will be required to arrange your own rescue or recovery at your own expense.

1.11 Any charges for batteries, excess towing, salvage, emergency fuel, locksmiths, holding yards, toll costs or "Emergency Join- Up Fees" etc. must be paid by the driver/member to the service provider at the time of service (failure to pay any of these charges will void your membership).

1.12 We will not authorise or pay for any service performed/ carried out prior to the commencement date of the membership.

1.13 If you are not in attendance with your vehicle at the time when the service provider arrives the service cannot be supplied and one call-out will be deducted from the member's' call-outs. Further call-outs related to the same breakdown will be considered a separate call-out.

1.14 Roadside Assistance is provided in the event of an unexpected mechanical breakdown. It does not cover vehicle maintenance or permanent repairs. Temporary repairs may be made at the request of the member/driver to mobilise the vehicle (where able). However, regular maintenance or any mechanical repairs, major or otherwise, is the member's responsibility and will be at the member's expense.

1.15 We will attempt to transport all passengers with the vehicle, provided that each person can be legally transported in the tow truck. In the event that we are unable to transport all passengers we will assist in organising alternate transport, such as a taxi, at the member's expense.

1.16 Once a call-out has been provided for a breakdown, any subsequent call-outs arising from the same breakdown will be provided at the member's expense payable at the time of the call-out. This includes towing for a vehicle that has been towed after hours to the member's home, a holding yard or other place of safety and subsequently requires further towing for the same breakdown.

1.17 24/7Roadservices is an emergency roadside service only. Therefore Roadside Assistance services and/ or towing benefits do not apply for;

- a) a vehicle that we deem to be un-roadworthy, or that is unregistered;
- b) a vehicle at a motor vehicle repairer
- c) a vehicle that is partly or fully dismantled or on which repairs have been attempted by anyone (including a licensed motor vehicle mechanic) or has a pre-existing failure or breakdown;
- d) a vehicle where the Tow has not been arranged by us;
- e) a vehicle that has been involved in or suffered damage as a consequence of an accident, flood, theft, fire or malicious damage.
- f) a vehicle which has been modified in ways that in our view increase the possibility of it sustaining damage during Towing , or in ways that make damage-free towing difficult, unless such modifications are removed prior to Towing. This includes modified or factory released accessories;
- g) a vehicle which has been driven or transported to any licensed motor vehicle repairer;
- h) any parts, labour or other costs related with the repair of a vehicle;

- i) any financial loss or liability, however sustained, occurring from or in any way connected with a breakdown or accident;
- j) any freight costs (including sea crossings);
- k) transportation of a damaged vehicle;
- l) any costs related to making arrangements for pets and animals;
- m) a vehicle that has been driven against our instruction or the instruction of a licensed motor vehicle repairer;
- n) a vehicle that has been transported to a holding or shipment facility;
- o) a vehicle that has been used in a car rally or motor race.

1.18 In the event the member insists the vehicle be broken into to recover keys locked inside the vehicle, no responsibility or liability is taken by 24/7 or its contractors for any damage to your vehicle that may occur as a result. Due to contractor limitations, this service may not be available in all cases.

1.19 If a member makes use of all the service call-outs in a membership year, you will be required to pay a service fee by credit card at the time of the call for each additional service request. Unused call-outs may not be carried forward. Four and Five Star Plans have no call-out limits, subject to section 1.20 below.

1.20 If a member has received and continues to request Roadside Assistance or Towing for a vehicle repeatedly on an unjust and excessive number of instances in a year we may refuse to provide further Roadside Assistance or Towing and will then offer an alternative service at the member's expense – payable upon request of service.

1.21 Limits of liability per yearly membership for each protection plan:

- a) "3 Star" four (4) call-outs per year
- b) "4 Star" unlimited call-outs subject to excessive use (Section 1.20)
- c) "5 Star" unlimited call-outs subject to excessive use (Section 1.20)

1.22 24/7 Roadservices reserves the right to amend prices and inclusions of policies without prior notice.

1.23 24/7 Roadservices does not cover breakdowns caused by conditions that existed prior to the commencement of membership. Any failure that occurred prior to the commencement of your membership will be at the member's expense and payable at the time the service is provided.

1.24 To obtain 24/7 Roadservices definition of metropolitan and country areas contact 24/7 Roadservices Pty Limited.

1.25 A lost membership card can be replaced for a fee of \$5.00. Please call us.

1.26 We do not cover any vehicle used as a courier vehicle, taxi or any vehicle used in off road events or motor sport events.