



## Foreword

Client wishes to become a Participant in the Western Australia Alcohol Interlock Program for impaired driving offenders (the "Program")

Service Provider is authorized by the Government of Western Australia Department of Transport and Major Infrastructure (DTMI) to provide Program Services for Participants that require installation of an Alcohol Interlock (the "Product") into Participant Vehicle in any of the Service Centres operated on behalf of Service Provider.

The Program also requires monitoring the use and function of the Alcohol Interlock (the "Device") by conducting regularly scheduled service appointments, inspecting the Vehicle, retrieving event log data stored electronically in the Device (the "Data") and reporting to the Administering Authority as to Participant compliance with the requirements of the Program.

**Note : Use of the Alcohol Interlock and participation in the Program shall be subject to conditions prescribed by the Administering Authority.**

The function of the Alcohol Interlock is to prevent the Participant from operating the Vehicle after consuming alcohol. The Device requires an initial breath test prior to starting the Vehicle, followed by a series of retests at random intervals while the Vehicle is being operated.

**Participant shall not attempt to operate the Vehicle after consuming alcohol.**

If Participant consumes alcohol, he/she agrees to refrain from attempting to start or operate the Vehicle for a period of 24 hours from the time that consumption ceased.

If the Device detects the presence of alcohol in the breath of the driver above the fail set point for the initial test, the Device will enter a lockout condition that prevents the Vehicle from being operated for a period of time.

If the driver does not complete a retest when required or if the alcohol concentration is above the fail set point, an alarm will be activated and will remain on until the retest is taken and passed or, alternatively, the Vehicle is stopped and the ignition turned OFF. The Device will enter a lockout condition for a period time.

Attempts to tamper with or circumvent the Product, are recorded in the event log of the device.

Participant is required to attend scheduled service (monitoring) appointments every thirty (30) days at an authorized Service Centre. If the Alcohol Interlock detects activity indicative of tampering, alcohol use or other non compliance, additional unscheduled service may be required. Failure to comply with these service requirements will result in the Device entering a Permanent Lockout that will effectively disable the Vehicle.

Any non-compliance of Program conditions will be reported to Administering Authority that may result in the imposition of a sanction.

## 1. Alcohol Interlock

The Product is owned by and shall remain the sole and exclusive property of Service Provider. Participant shall not, directly or indirectly, encumber or otherwise impair Service Provider title to the Product.

Participant shall take the Vehicle to an authorized Service Centre designated by Service Provider for scheduled and unscheduled service appointments and within seven (7) days of the termination of this Agreement for removal of the Product.

If Participant does not comply with these provisions Service Provider shall have the right to recover possession of Product from the Vehicle wherever it is located at Participant cost or to assess Participant for the replacement cost of the Product.

## 2. Extension of Term

If this Agreement has not been terminated and participation in the Program has been extended by Administering Authority beyond the EOP date, the Term of this Agreement shall be extended accordingly.

## 3. Fees and other Charges

The following describes the fees and other charges arising under this Agreement that are payable by Participant to Service Agent as set out in the Fee Schedule.

**Administration Fee** : This fee is payable by Participant whenever Service Agent is required to provide additional services for Participant.

**Loss Protection Plan** : This optional fee is payable to Service Agent and limits Participant responsibility, subject to the provisions of Section 10, for damage to or loss of the Product, to a maximum of \$450.00 per occurrence.

**Security Deposit** : The fee is payable to Service Agent as security for the financial responsibility for any damage or loss of the Product installed in the Participant Vehicle if the Loss Protection Plan is not chosen.

**Install Fee** : This fee covers the installation of the Device in the Vehicle and training of Participant on its use and function. Any subsequent re-installation of the Device into Participant Vehicle or into a substituted Vehicle shall incur an additional charge.

**Vehicle Exchange** : This fee is payable to Service Agent when Participant changes vehicles during the Term and requests Service Agent to remove the Product from the present vehicle and to install the Product into another vehicle.

**Device Leasing Fee** : This fee, calculated on a monthly basis, is payable to the Service Agent for participation in the Program. This fee is payable in advance for the service interval during the Term in accordance with Program conditions.

**Service Code Fee** : This fee is payable to Service Agent when a service code is provided to Participant to permit operation of Vehicle that has or will become inoperable due to a recall notification.

**Violation Service Fee** : This fee payable to Service Agent covers servicing of the Device at a Service Centre due to a Program violation.

**Missed Appointment Fee** : This fee is payable to Service Agent if Participant fails to attend a scheduled appointment.

**Removal Fee** : This fee is payable to Service Agent for removal of Product from the Vehicle at the end of Program or upon termination of this Agreement for any other reason. The removal fee shall not include any costs, charges or expenses to recover possession of the Product if the Vehicle is not returned to Service Centre for removal of the Product in accordance with the terms of this Agreement.

**Remote Service Fee**: This fee is payable to Service Agent, in addition to the Program Fee, whenever scheduled service (monitoring) is carried out at a location other than a Service Centre.

**Service Call Hourly Rate** : This fee is payable to Service Agent whenever the Participant requests emergency service to be carried out at a location other than a Service Centre.



**Unscheduled Service Fee** : This fee payable to Service Agent covers servicing of the Device at Participant request other than for a scheduled service appointment or a recall due to a Program Violation. Participant will not be charged for service due to a Device malfunction but will be charged for misuse or abuse of the Product.

**Early Termination Fee** : If this Agreement is terminated pursuant to Section 7, a charge of \$215.00 will be assessed as liquidated damages and not as a penalty, representing a genuine and reasonable pre-estimate of damages likely to be suffered by Service Agent.

**Taxes**: Participant is responsible for applicable taxes levied on fees and other charges arising under this Agreement.

**Concession Rate** : Participants are eligible for a concession rate equal to \$50 discount off the standard rate for each scheduled monthly service for one Vehicle if they hold one of the following :

1. Pensioner Concession Card (full rate pension recipients only);
2. Health Care Card (low income only); and
3. Department of Veterans Affairs Gold Cards.

Participant must provide evidence of concession entitlement at the time of enrolment into the Program with issuance of a Service Agreement by the Service Agent, at the time of installation and at each Service (monitoring) appointment.

All other services are payable in full by Participant and are not eligible for a concession rate.

The Fee Schedule provided to Participant forms part of this Agreement. Subject to approval by the Administering Authority as may be required, this Fee Schedule may be amended from time to time on thirty (30) days notice to Participant.

Participant agrees to pay all charges, costs and expenses incurred by or on behalf of Service Agent in collecting or attempting to collect fees or charges due under this Agreement or in otherwise taking steps to enforce this Agreement including, without limitation, recovery of Product.

All payments for Services due under this Agreement shall be paid by Participant in a form acceptable to Service Agent. Participant acknowledges and agrees that Service Agent is under no obligation to perform any Services hereunder until payment for such services, together with any outstanding payment if applicable, is made.

The Participant acknowledges that it is solely responsible for all repairs and maintenance of the Device provided under this Agreement. All repairs and maintenance and its related costs for any damage or malfunction arising from misuse, negligence, vandalism, loss, theft, or involvement in a motor vehicle accident are solely the responsibility of the Participant. The Service Agent reserves the right to recover from the Participant any reasonable costs incurred as a result of such damage or the need to repair or replace the Device in such circumstances.

Participant obligation to pay Device Leasing Fee, together with any other fees and charges payable during the Term, shall continue, notwithstanding termination of this Agreement, until the Product has been returned to Service Agent in good condition subject only to reasonable wear and tear.

If the Product is not returned to Service Centre within three (3) months following termination of this Agreement, the Product shall be deemed lost, in which case the Participant shall be charged and shall pay the Replacement Fee.

#### 4. Service Appointments

Participant shall attend at a Service Centre with the Vehicle for service (monitoring) appointments every thirty (30) days as scheduled with Participant on each occasion of service. If unscheduled service is required, Participant shall return with the Vehicle to a Service Centre within the prescribed time period.

Upon receipt of payment from Participant (and, if applicable, subject also to payment of any other amounts owing), Service Agent will perform the following Services in accordance with Program requirements :

- inspect and service the Alcohol Interlock;
- retrieve data from the Device event log;
- prepare a report for Administering Authority as to the Participant compliance or non-compliance with the Program; and
- schedule the next service (monitoring) date.

It is acknowledged and agreed that Service is by appointment only, and subject to availability. If unscheduled service is required, Participant shall notify the Service Agent at least 24 hours in advance. If a scheduled appointment is missed, or cancelled on less than 24 hours notice, rescheduling of such appointment will involve an additional charge as set out in the Fee Schedule.

Remote service is available to all Participants through handset exchange service rather than on-site calibration. Participants that elect this mode of service will be charged the remote service fee, in addition to the applicable Device Leasing Fee.

**Participant further acknowledges that if the Device is not serviced as required, it may enter a Permanent Lockout which will effectively disable the Vehicle.**

#### 5. Service Agent Requirements

Service Agent agrees to install and service the Product in a good and workmanlike manner. Service Agent liability shall be limited to repair or replacement of defective Product components during normal business hours.

With the exception of towing charges as indicated below, neither the Service Agent nor the Service Centre (including their respective officers, employees and agents) shall be :

- a. responsible for any loss or damage to the Vehicle or its contents; or
- b. liable for any direct, special, indirect, consequential, incidental, or punitive damages including lost revenue, lost wages, lost profit, lost business, lost goodwill, or damages caused by Participant use of or inability to use the Product or the Vehicle,

however caused, whether in contract, tort, negligence, strict liability, operation of law or otherwise, even if Service Agent or Service Centre has been advised of the possibility of such damages.

If the Vehicle must be towed to a Service Centre due to a malfunction of the Product, Participant will be reimbursed for towing charges to a maximum of \$150.00 on the following conditions :

- a. Participant first must obtain authorisation from the Service Agent before towing;
- b. the Vehicle must be towed to the nearest Service Centre;
- c. a diagnostic inspection must indicate that the Product is at fault; and
- d. the original towing invoice must be provided.



For greater certainty, neither Service Agent nor Service Centre bears responsibility for any other incidental costs whatsoever, however incurred, eg, taxi fares, telephone calls, meals, lost wages, etc.

Participant acknowledges that Service Agent and Service Centre have set prices and entered into this Agreement in reliance upon the limitations of liability and disclaimers of warranties and damages set forth herein, and that the same form a fundamental and essential basis of the Agreement between the parties. They shall apply even if this Agreement is found to have failed in its fundamental or essential purpose or been fundamentally breached.

**THE FOREGOING IS IN LIEU OF ANY WARRANTY BY SERVICE AGENT, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO, AND THERE ARE NO COLLATERAL REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY SET FORTH HEREIN.**

Without limiting the generality of the foregoing, Participant understands that neither Service Agent nor Service Centre (including their respective officers, employees and agents) warrant the ability of Participant or other permitted users of the Vehicle to operate the Vehicle safely with the Product installed. Operation of the Vehicle is the sole responsibility of Participant. Participant also understands that neither Service Agent nor Service Centre (including their respective officers, employees and agents) warrant the ability of the Product to prevent Participant or other users for the Vehicle from operating the Vehicle in violation of the Program or federal, state or local laws after consuming alcohol.

Notwithstanding anything to the contrary, Service Agent and Service Centre shall have the right to refuse service in any case where Service Centre determines that the physical or mechanical condition of the Vehicle is such that it may adversely affect the function of the Product or, alternatively, the operation of the Vehicle in which the Product is (to be) installed.

At the completion of the Program, or lawful request for the removal of the Alcohol Interlock from the Vehicle, Service Agent will return the vehicle to a safe and operable condition and report the removal to DTMI.

## 6. Indemnification

Participant agrees to indemnify and hold harmless Service Agent and the Service Centre (including their respective officers, employees and agents) from and against any and all claims, demands, actions, costs and expenses whatsoever that may arise, directly or indirectly, relating to the Product, its installation in the Vehicle, participation in the Program or operation of the Vehicle by others, or persons under their care, custody or control. Such indemnification shall continue after termination of this Agreement.

Without limitation to the foregoing, neither Service Agent nor the Service Centre (including their respective officers, employees and agents) shall be liable or responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered by Participant, other users of the Vehicle, or any other person, resulting directly or indirectly from participation in the Program.

Participant acknowledges that Service Provider has no contractual, fiduciary or other obligations to Participant and has

made no representations or warranties to Participant.

Participant agrees to indemnify and hold harmless Service Provider (including its officers, directors and employees) from and against all claims, demands, actions, costs and expenses whatsoever that may arise, directly or indirectly, from participation in the Program.

## 7. Early Termination

This Agreement may be terminated by Participant at any time prior to the end of the Term upon notice to Service Agent. This Agreement shall terminate immediately if Service Agent receives notification from Administering Authority that participation in the Program has been revoked, suspended, canceled or otherwise terminated.

In addition, this Agreement may be terminated by Service Agent upon notice to the Participant, in the following circumstances:

- failure by Participant to pay any fees or charges arising under this Agreement when due;
- damage to or loss of the Product caused by a willful act or omission by Participant or a permitted user of the Vehicle;
- any evidence, in the sole discretion of either Service Agent or Service Centre, of tampering with or attempting to circumvent the Device;
- any sale, lease, assignment or transfer of title, or other transfer of legal or equitable ownership or possession of the Vehicle by Participant or registered owner without having first making arrangements satisfactory to Service Agent to protect Service Agent interest in and to the Product;
- any actual or threatened seizure, impoundment, or repossession of the Vehicle, or permanent dispossession of Participant in relation to the Vehicle;
- any threatening or abusive behaviour by Participant or a permitted user of the Vehicle, directed toward Service Agent or the Service Centre (including their respective officers, employees and agents); and
- any other material breach of this Agreement by Participant;

In the event of early termination of this Agreement for the reasons noted above, Participant shall not be entitled to any refund of prepaid fees or other charges, and the Early Termination Fee shall become immediately due and payable. Any early termination, however caused, will be reported to the Administering Authority. Participant acknowledges that early termination of this Agreement may result in loss of driving privileges.

If ALCOLOCK AU Pty Limited ceases to be an Accredited Service Provider of DTMI for any reason, Service Agent will remove the Device from the Vehicle and Participant will need to enter into a new agreement with a new provider for Program Services.

## 8. General Provisions

Participant acknowledges and agrees that the Service Centre (including its officers, employees and agents) has no authority to vary the terms of this Agreement. Participant shall not rely upon, and Service Agent will not be bound by, any variation or representation, whether oral or written, made by Service Centre staff pertaining to this Agreement. Participant also acknowledges that this Agreement may not be varied except by written agreement between Participant and Service Agent.

In the event of default by Participant, Service Agent may but is not obligated to avail itself of any legal or equitable remedy that may be available to it in order to enforce this Agreement, and



shall not be required to exhaust any remedies before pursuing any other remedies. No actions by Service Agent shall result in an estoppel or waiver of rights and shall not preclude Service Agent from requiring full and strict compliance with this Agreement at any time.

If any provision of this Agreement is prohibited by law, or found to be invalid, it shall not affect the remaining provisions.

Section headings are included in this Agreement for convenience only, and have no independent meaning or effect.

Any notice given pursuant to this Agreement shall be sufficient if in writing and delivered personally, sent by email or sent by ordinary mail to the last known address of Service Agent or Participant, as the case may be. If notice is given by mail, it shall be deemed to have been received on the third business day after mailing.

**9. Loss Protection Plan**

Participant acknowledges financial responsibility for any damage to or loss of the Product installed in the Vehicle, however caused, provided that if Participant has paid the Loss Protection Plan fee, Participant financial responsibility to the Service Agent therefor shall be limited to \$450.00 per occurrence, if the following requirements are met :

- a. the damage or loss is not a result of a willful act or omission on the part of Participant or other permitted users of the Vehicle; and
- b. Participant presents a copy of a police report evidencing the damage or loss, and pay the \$450.00 liability limit to Service Agent within 72 hours of the occurrence.

Participant acknowledges that the Loss Protection Plan does not cover damage resulting from any flood, fire, earthquake, explosion, war, invasion, riot and civil unrest. If Participant declines the Loss Protection Plan, Participant agrees to pay Service Agent a security deposit in the amount of \$495.00 prior to installation of the Product in the Vehicle.

The security deposit shall be retained by Service Agent until all obligations of Participant to Service Agent have been fully satisfied and discharged and, prior thereto, Participant shall not be entitled to any interest thereon. In the event of loss or damage to the Product, or any default by Participant in respect of its obligations to Service Agent hereunder, Service Agent shall be entitled, without notice, to apply all or such portion of the security deposit as may be required toward payment of any monies owing by Participant to Service Agent in connection therewith, and thereupon to receive from Participant such amount as is required to restore Participant security deposit to \$495.00.

Notwithstanding, Service Agent reserves the right at any time not to offer, or to discontinue, the Loss Protection Plan option with respect to Participant.

**10. Privacy**

Participant agrees to the following collection, storage, use and disclosure of Participant Data.

**Definition**

Data means all information, including personal information (for example images), in connection with the use and maintenance of the Product. It includes communications about the use of the Product, Program participation and the event log stored in the device (for example breaches of the Program).

**Government Agencies**

Service Provider will provide DTMI with the Data for the purposes of performance monitoring and Program evaluation, and for enforcing compliance with the Program and road transport legislation.

DTMI may disclose Data provided by Service Provider to other Western Australia government agencies and courts for use by those entities for the same purposes. DTMI and government agencies may share the Data with their service providers where required by law (including auditors and legal advisers) for the purposes referred to above.

All events and recorded information, including installation, removal, and identity of the person presenting the Vehicle, will be forwarded to DTMI by time, date and event.

**Service Agent**

Service Provider may also provide Data to ALCOLOCK AU Pty Limited for provision of Program Services for Participant.

**Debt Collection Agencies**

Service Agent may provide Participant personal information to a licensed debt collection agency, that is compliant with the Australian Privacy Principles and the Privacy Act 1988 (Cth), for the purpose of providing debt collection services.

**Data Storage**

Service Provider will store Data in a hosted database in Sydney, Australia for the purpose of providing Program Services.

**Obtaining Data from DTMI**

Participant consents to DTMI disclosing information to Service Provider related to the Participant expected Program completion date, including changes to this date, and severe financial hardship eligibility.

Service Provider will only use that information for the purposes stated by DTMI when releasing the information and will not disclose to a third party.

**Participant Responsibilities for Third Parties**

If Participant permits a third party to use the Product, Participant first must provide that person with a copy of the privacy terms and obtain consent.

**Complaints**

If Participant has a complaint, it may be written and sent by regular mail or courier to :

**Affordable Interlock Systems Pty Ltd**  
**PO Box 8753, Gold Coast MC, Queensland, 9726**  
**enquiries@affordableinterlocks.com.au**

Participant must provide detailed information about the incident and related concerns, including any supporting documents. On receipt of the complaint, Service Agent will notify the Administering Authority. The complaint will be investigated and where a breach of this Agreement or of applicable legislation has occurred, procedures will be adjusted accordingly and Participant will be advised.

If determined as high severity, then competent legal counsel will be engaged to further review the complaint. If counsel determines that a breach of this Agreement or of applicable legislation has occurred, our procedures will be adjusted accordingly and Participant will be advised. You will not be entitled to any damages nor will any penalties be paid.