

// 24/7 ROADSERVICES AUSTRALIA MOBILITY SCOOTER TERMS & CONDITIONS

WELCOME

Are you in need of Assistance? Please call 1800 008 616 and have your membership number and your best phone number ready. Our team will ask the exact location of your vehicle and what has happened. In the event of an emergency, please call 000.

Please remain with your vehicle. If our provider arrives and the vehicle is unattended, there may be additional charges for subsequent callouts for the same incident. If your vehicle is parked in a hazardous location, please let us know when you call us and ensure you stay clear of any oncoming traffic.

TERMS AND CONDITIONS

1. Roadside Assistance Membership

- 1.1. 24/7 will provide the member with roadside assistance Australia wide, where we can and when it is safe to do so. Membership may be registered under the name of an individual, company or an organisation. The membership will apply to the vehicle listed. A cooling off period of two (2) days provide members with the ability to cancel their membership without penalty, in writing to: admin@247roadservices.com.au
- 1.2. Member services/benefits will become effective two (2) business days after the receipt of payment. Membership/s must be paid for and current to obtain any services or benefits. Emergency assistance is available for the cost of the callouts within this period if required.
- 1.3. Should you replace your vehicle, your membership is transferable. 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.
- 1.4. All fees paid to 24/7 (including membership fees, administration fees, service fees) are non-refundable unless under the following circumstances, where a pro-rated refund less an administration fee of \$22 will apply, providing no claims have occurred in the current membership period:
 - (a) Sale of vehicle (with proof of sale documents)
- 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 a member who attempts to receive service by deception. Should a member behave in this way we may, after investigation:
 - Suspend or limit services to the member,
 - Impose service fees for further service requests, or
 - Void the membership
- 1.6. Any 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.
- 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, length, height and width of the vehicle is within the dimensions listed within your plan.
- 1.9. We will not authorise or pay for any service performed/carried out prior to the commencement date of the membership.
- 1.10. If you are not in attendance with your vehicle at the time when the service provider arrives, the service cannot be performed and one call-out will be deducted from the member's callouts. Further callouts relating to the same breakdown will be at the member's expense.
- 1.11. Roadside assistance is provided in the event of an unexpected mechanical breakdown. It does not cover vehicle maintenance or permanent repairs. Regular maintenance or any mechanical repairs (major or otherwise) is the member's responsibility and will be at the member's expense.
- 1.12. If a member makes use of all the service callouts in a membership term, the membership will be deemed exhausted. To receive further roadside assistance, you will be required to pay a service fee by credit card at the time of the call for each additional service request or take out a new membership. Unused callouts will not be carried forward.
- 1.13. 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.
- 1.14. Limits of liability per yearly membership for each protection plan:
 - "3 Star" four (4) callouts per year
- 1.15. 24/7 reserves the right to amend prices and inclusions of policies without prior notice.
- 1.16. To clarify the definition of metro/regional and rural/country areas contact please contact 24/7 on **1300 550 279**.
- 1.17. Where reimbursement is requested, you are to provide the relevant documentation and receipts to verify expenses covered under your membership via email to: admin@247roadservices.com.au.
- 1.18. Each Service Provider has their own insurance and if damage is incurred by the Service Provider, then the Member is to notify the Service Provider immediately, take documentary evidence (photo's, location, time, Service Providers registration, etc) and inform 24/7 immediately who will raise a claim with the Service Provider. It is highly recommended that all members have current, comprehensive insurance on their vehicles in the event that a Service Provider denies any liability, that way the Members' insurance company can claim against the Service Provider if required.

2. Towing

- 2.1. We can provide breakdown towing to transport your vehicle home up to the kilometre limits of your plan. Any excess kms will be at members expense.
- 2.2. Towing will be provided for all vehicles which do not exceed the dimension limits within your plan, 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 as determined by 24/7. Should specialised towing equipment or personnel be required, this service will be at the driver/member's expense - payable upon request of service.
- 2.3. 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, alternative transport must be organised.

3. Flat Batteries

- 3.1. We will tow your scooter home up to the kilometre limits of your plan.

4. Flat Tyre

- 4.1. We will tow your scooter home up to the kilometre limits of your plan.

5. Emergency Callouts

- 5.1. Emergency callouts are available for:
 - 5.1.1. new members requiring immediate assistance within their 48-hour waiting period,
 - 5.1.2. current members who have exceeded their callout limit, or
 - 5.1.3. newly expired members.
- 5.2. All costs for emergency callouts are the responsibility of the driver of the vehicle/member.

6. Transport Cover

- 6.1. In the event your vehicle requires a tow, we will reimburse the cost of your transport home up to the limits of your plan. A request for reimbursement of transport costs can be forwarded in writing to admin@247roadservices.com.au, along with supporting receipt.

7. When Your Membership Benefits Do Not Apply

Our membership provides emergency roadside service only. Therefore, Roadside Assistance services and/or towing benefits do not apply for:

- 7.1. A vehicle that we deem to be:
 - That is partly or fully or has a pre-existing failure or breakdown.
- 7.2. A vehicle that has been involved in or suffered damage as a consequence of an accident, flood, theft, fire or malicious damage.
- 7.3. 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.
- 7.4. Transportation of a damaged vehicle.
- 7.5. A vehicle that has been driven against our instruction or the instruction of a licensed repairer.
- 7.1. A vehicle that has been transported to a holding or shipment facility, unless 24/7 has arranged towing to the facility as part of a transfer to a workshop.
- 7.2. A vehicle that is in a restricted access area.
- 7.3. Breakdowns caused by conditions that existed prior to the commencement of membership.

8. Your Responsibility for Costs

- 8.1. Any parts, labour or other costs related with the repair of a vehicle.
- 8.2. Towing that has not been arranged by us.
- 8.3. Any costs related to making arrangements for pets and animals.
- 8.4. Towing kilometres in excess of your plans allowance.
- 8.5. Any freight costs (including sea crossings).
- 8.6. Any financial loss or liability, however sustained, occurring from or in any way connected with a breakdown or accident.
- 8.7. Any service provided for a failure that occurred prior to the commencement of your membership. These services are payable at the time the service is provided.
- 8.8. Any charges for batteries, excess towing, holding yards and toll costs at the time of service, are payable by the member at the time of service. Failure to pay any of these charges will void your membership.

9. Australian Consumer Law

Our Membership come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the membership service, you are entitled to:

1. Cancel your membership with us; and
2. A refund for the unused portion, or to compensation for its reduced value.

You are also entitled for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure you are entitled to have problems with the membership service rectified in a reasonable time, and if this is not done, to cancel your membership and obtain a refund for the unused portion of the membership.

10. Definitions

- 10.1. **Accident** – your car has been involved in and/or has damage from a collision or malicious act of any nature, including attempted or actual theft or break-in.
- 10.2. **Breakdown** – a failure of your vehicle occurring within the benefit period which has caused it to be immobilised or become un-roadworthy or unsafe to drive in transit, due to mechanical or electrical fault. This can also be a flat tyre, flat battery, or circumstances where your car has run out of fuel or its key has been locked inside it or has been lost (but not stolen);
- 10.3. **Restricted Access Areas** - an area that is protected by security and/or other systems designed to prevent access to unauthorised people or vehicles and includes areas which we do not have permission to enter (for example airports, sporting venues, protest or concert sites, or certain business premises).
- 10.4. **Vehicle** – the vehicle to which your valid 24/7 Roadservices Membership applies.
- 10.5. **We, Us, Our** - 24/7 Roadservices Australia Pty Ltd
- 10.6. **You, Your** – the person's name that appears on the membership.

11. Important Information

By purchasing 24/7 Roadservices Australia membership, you agree to these Terms and Conditions.

24/7 Roadservices is proud to be a Product Review awards winner for the 4th consecutive year!

