

# Ultra Tune Roadside Assistance terms and conditions

## What is Ultra Tune Roadside Assistance?

Ultra Tune Roadside Assistance is a 24/7 phone service may be included with your Ultra Tune service in the event your Vehicle breaks down on the road or at your home.

Ultra Tune Roadside Assistance is NOT an emergency service!

**If you are in an emergency situation, call “000”.**

If we become aware or suspect that you or any other person is in a situation required emergency assistance (eg fire, leaking fuel, child lock in car), we may contact the police or other emergency services without further notice.

## How do I get Ultra Tune Roadside Assistance?

1. To qualify for Ultra Tune Roadside Assistance, you need to satisfy all of the following:
  - (a) You must be an Australian resident or an Australian Registered business; and
  - (b) In the past 12 calendar months, your Vehicle must have had:
    - (i) a major, minor or routine handbook service by an Ultra Tune Service Centre; or
    - (ii) any repair by an Ultra Tune Service Centre of a value greater than \$150.00;
    - (iii) AND the Ultra Tune Service Centre must have provided you an Ultra Tune tax invoice that confirms Ultra Tune Roadside Assistance has been applied to your vehicle; and
  - (c) Your Vehicle must:
    - (i) be road registered in Australia at all times;
    - (ii) be less than 16 years old (as determined by the vehicle build date);
    - (iii) have travelled less than 275,000 km;
    - (iv) be less than 5.5 metres in length;
    - (v) not weight more than 3.5 tonnes; and
    - (vi) be used primarily for private purposes.
2. Your Vehicle cannot qualify for Ultra Tune Roadside Assistance, where:
  - (a) only a vehicle inspection, diagnosis and/or roadworthy has been provided by the Ultra Tune service Centre;
  - (b) in the sole determination of the Ultra Tune Service Centre, your vehicle is mechanically/electronically unsound, or unroadworthy;
  - (c) your vehicle is use for regular commercial and business-related purposes, not used for hire or reward, or used in any form of motor sport or competition or trial;
  - (d) you have only purchase goods over the counter (eg. a part or consumables) without any service or repair work performed; or
  - (e) your vehicle is managed by a fleet/lease management organisation, fuel/servicing charge card provider or under any other rental/subscription arrangement.

However, we will still provide you assistance over the telephone.

## What is included in Ultra Tune Roadside Assistance?

3. Ultra Tune Roadside Assistance is a 12 month service available to you commencing from the date your Vehicle was serviced or repaired by an Ultra Tune Service Centre.
4. We will provide you a telephone number to our call centre which you can call in the event your Vehicle has a mechanical breakdown.
5. There is no limit to the number of telephone calls you can make to us during the 12 month term that Ultra Tune Roadside Assistance is available to you. However, there are limits to the number and types of Call-out we can provide (please refer to "General Callout Limitations and Exclusions" section below and limitations detailed in the specific Call-out section).
6. When you call us, we will endeavour to identify your Vehicle's fault (or suspected fault) to ascertain the type of assistance (if any) that we can provide to you. This determination is based upon the information that you provided to us.
  - (a) We do not provide any technical diagnosis or advice as to the fault or issue with your Vehicle.
  - (b) After utilising our service, you should obtain a proper and full inspection of your Vehicle even if your Vehicle is able to move under its own power.
7. You may request us and/or we may recommend a **Call-out** to your Vehicle for an on-site service provided in these terms and conditions.
8. Ultra Tune Roadside Assistance services are provided to you by us on the behalf of the Ultra Tune Auto Service Centre your Vehicle was serviced or repaired at.
9. Our employees and Services Providers will use reasonable skill and care when providing Ultra Tune Roadside Assistance services.

## What is a Call-out?

A Call-out is on-site assistance provided by us to you. The Call-out is performed by an Ultra Tune Service Centre or our contracted service providers.

The assistance we can provide in a Call-Out:

- Flat battery assistance.
- Out of fuel assistance.
- Tyre changing assistance.
- Towing of your Vehicle.

All Call-outs are subject to the General Service Limits and Specific Call-out Limits.

## General Service Limits

10. Additional limitations and exclusions may apply depending upon the type of Call-out. Please refer to the Specific Call-out Limits applicable for the type of Call-out.
11. You are entitled to a maximum of two Call-outs for 12 calendar months commencing from the date on your Ultra Tune invoice (unless your invoice does not confirm Ultra Tune Roadside Assistance as applying to your vehicle).
  - (a) If you have expended your two Call-outs, you may request additional Call-outs to be provided at your own cost and expense.
12. A Call-out may only be provided where the following conditions are met:
  - (a) Your Vehicle must be fully accessible and serviceable by our Service Provider and road registered. We and/or the attending Service Provider will assess and determine, in their sole discretion, the accessibility and whether it is safe to perform the Call-out. This determination may be made while the Service Provider is already in attendance at the

Call-out location.

- Examples of where your Vehicle is deemed accessible and serviceable:
  - your driveway, carport or garage at home.
  - a public road or open-air public carpark with no access restrictions.
  - other roadway or area to which the public has a right of access.
  - locations that are flat and level and are not deemed inaccessible or unserviceable.
- Examples of where your Vehicle may be deemed inaccessible or unserviceable includes (but is not limited to):
  - private or restricted access roads (including height or width restrictions) where you are not the owner or do not have any access or use rights.
  - covered, multi-level or underground car parks.
  - creek beds, beaches, open fields, parks and ovals.
  - where the Vehicle is bogged or cannot be safely accessed.
  - fire tracks or trails used for logging or forestry service access.
  - Any road surface or conditions that are deemed not trafficable.
  - any surface that is not flat and level or is otherwise deemed unsafe.
  - any other location that cannot be safely accessed by a standard 2-wheel drive response vehicle.

(b) Your Vehicle is in any Australian mainland State and Territory, including Tasmania and any island connected to the mainland via a vehicular bridge and within the geographical limits specified in this clause ("**Geographic Limits**"). We may charge a fee for a Call-Out outside the Geographic Limits. Subject to sub-clause (iii) below, the Geographic Limits are:

- (i) All Greater Metropolitan Cities including metro satellite cities, also major regional cities & towns - up to 10kms to your Ultra Tune centre or other Ultra Tune centre.
- (ii) Country and Remote Regions - up to 20kms of the ROUND TRIP from the Service Providers depot to the Vehicle breakdown location, then to the Vehicle's nominated destination and return to their depot.
- (iii) Sub-clause (i) and (ii) above is subject to the local Service Provider's own additional local requirements and conditions which may vary (eg. be lower) than the above. We will advise you if these differ from the above where possible. You are required to accept and pay for any "excess charges" charged by the Service Provider.

(c) Your Vehicle must be attended by a person over 18 years of age who is contactable.

(d) We are able to locate your Vehicle and the person in attendance.

13. We or the Service Provider may charge additional fees for a Call-out where:

- (a) additional specialised equipment and/or resources are required.
- (b) any labour, parts or consumables are supplied by the Service Provider or third party. Where these are provided to you by the Service provider or third party, it is under separate contract.
- (c) Any servicing or repair work (including labour parts & consumables) is performed upon your Vehicle by the Service Provider or third party. Where these are provided to you by the Service provider or third party, it is under separate contract.
- (d) your Vehicle is be placed in storage (including outside a workshop). This includes any instance where the proposed tow destination is found to be closed (eg. after-hours,

during weekend or on a public holiday). Storage of your Vehicle is at your risk. You are responsible the cost of any subsequent towing.

- (e) ferry, barge crossings and/or toll road are used during the Call-out. Carriage is at your risk.

These additional fees are at your cost and must be paid to the Service Provider before or or us at the time of the Service being provided. We will communicate any additional fees to you as soon as they become known.

14. You will be required to pay for the full cost of the Call-Out (or subsequent Call-out) where:
  - (a) Your Vehicle is not accessible (see paragraph 14(a) above).
  - (b) The Call-out is deemed by us or our Service Provider not to be for genuine and unexpected breakdown assistance or it is requested for an improper purpose.
  - (c) We are unable to locate the Vehicle.
  - (d) An appropriate person was not in attendance with your vehicle when our Service Provider arrives.
  - (e) You have exhausted both of the available Call-Out on your policy and require assistance for a third or subsequent breakdown.
  - (f) The Call-Out is a result of a lack of timely maintenance, any roadworthiness related issue or where the fault could have been reasonably prevented by the timely action of the driver prior to the breakdown.
15. We do not guarantee that delays will not occur from time to time for a variety of reasons including severe weather conditions, general and unexpected traffic congestion and/or where contractors are engaged in other roadside recovery activities or attending to clients.
16. We may refuse to provide you with service or charge a fee to provide services where:
  - (a) you are unable to provide satisfactory evidence that your Vehicle has been serviced by an Ultra Tune Service Centre within the last 12 months.
  - (b) your Vehicle has not broken down or you are not in genuine need of assistance.
  - (c) you are no longer the owner of your Vehicle (e.g. you have sold it to a third party).
  - (d) you are behaving in a threatening or abusive way to our staff or the third party that we have arranged to assist you.
17. Any service or assistance (including any parts or consumables) provided by a third party (such as a repairer or tow operator) that falls outside of these terms and conditions are provided by them to you directly under a separate agreement and are not subject to these terms and conditions. We are not responsible nor provide any guarantee for the provision, quality or fit for purpose of such services or assistance.
18. A Call-out will be deemed completed when the vehicle has been mobilised by our service provider or the vehicle has been transported back to an Ultra Tune Service Centre or other agreed location.

## Towing Call-out

19. These provisions apply where you have requested a towing call-out or where following another call-out circumstances required your vehicle be towed.
20. In the event of a break down on the road or at your home where your Vehicle cannot be driven, we will arrange for your Vehicle to be towed to an Ultra Tune centre (or other authorised Ultra Tune repairer) within the General Service Limits.
21. The following Specific Call-out Limits apply to a Tow Call-out:
  - (a) We are unable to or will not tow your Vehicle:

- (i) if it has been in an accident or has sustained any impact damage.
  - (ii) if the mechanical failure has caused panel damage or impact damage.
  - (iii) where the Call-Out is a result of any wilful or malicious act/s or as a result of Vehicle theft or attempted theft.
  - (iv) If, in our sole determination:
    - the Vehicle is not accessible and readily trafficable by a standard two-wheel drive tow vehicle fitted with standard towing equipment;
    - the Vehicle is modified, oversize or loaded beyond its legal limit; or
    - where the Vehicle is considered otherwise not accessible or safe to move or transport.
  - (v) If specialised equipment (such as go jacks, winches, jinkers and/or heavy capacity towing equipment) is required and is not available. Where such special requirements are required, additional fees will apply.
- (b) The recovery and transportation of any passengers, goods or caravans/trailers etc. is not covered under this service. We may be able to assist you to arrange alternative transport at your expense if such services operate in the vicinity of the breakdown location.
  - (c) Tows to a workshop or location not approved by us will be at your expense.
  - (d) Tows from an Ultra Tune centre (or authorised location) to another location are at your expense unless we otherwise advised.
  - (e) Any further request for assistance to arrange a second tow to an alternate repairer or other location will be at your additional expense.
  - (f) Where your Vehicle is immobile and undergoing or awaiting maintenance servicing modification or repairs for any reason.

## Flat battery Call-out.

- 22. Where we determine your Vehicle has a flat battery, we can arrange a flat battery Call-Out to attempt to jumpstart your Vehicle using surge protected jumper leads.
- 23. The following Specific Call-out Limits apply to a Flat batter Call-out:
  - (a) The Vehicle may be towed to an Ultra Tune Centre (or other authorised repairer), where:
    - (i) it is ascertained that the flat battery is the result of some other primary cause (eg. Electrical or starter fault).
    - (ii) attempts to jump start the Vehicle are not successful for any reason, you may request the Vehicle to be towed to an Ultra Tune Centre (or other authorised repairer) for further diagnosis and repair.

This tow is deemed and provided as a separate Call-out (and is subject to the General Service Limitations and Towing Call-out provisions).
  - (b) If you have no Call-outs remaining or you wish to tow the vehicle to an alternate workshop, all costs associated with this secondary tow will be at the Member's expense.
  - (c) If the battery needs to be replaced, then, at your request and expense, we will assist you to arrange for a mobile battery replacement service where one is available.
- 24. Following a successful jump start and we highly recommend you drive straight to your local Ultra Tune centre for them to further check the battery and the charging system. It is highly likely the battery will require additional re-charging by an external automotive charger so as to restore the battery to it full charge potential. For example, your vehicle's alternator may not be able to fully charge an excessively discharged (flat) battery, even after extended driving.

## Out of fuel Call-out.

25. Where we determine your Vehicle has run out of fuel, we can arrange for a call-out to provide up to \$15.00 worth of fuel for your Vehicle.
26. The following Specific Call-Out Limits apply to an Out of fuel Call-out:
  - (a) Where it is not possible to provide fuel at the roadside for any safety related or any other reason, (eg. LPG fuelled Vehicle, or where packaged petrol or diesel is not physically available at roadside), the Vehicle can be towed to the nearest fuel outlet. This will be subject to the General Call-out Limits and Towing Call-out provisions). Any fuel purchased at the fuel outlet will be at your expense.

## Tyre changing assistance Call-out.

27. Where you require assistance change a tyre on your Vehicle, we can arrange for a call-out to assist you to change your tyre.
28. The following Specific Call-Out limitations apply to a Tyre changing assistance Call-out:
  - (a) For us to assist you, we required, at the Vehicle's location, for use by the Service Provider the following:
    - (i) the Vehicle's spare tyre in serviceable and inflated condition;
    - (ii) the Vehicle's own jack and wheel brace/tools in serviceable, working and safe condition; and
    - (iii) any wheel lock keys;
    - (iv) the wheel stud is not faulty nor broken; and
    - (v) your Vehicle in unsafe position, angle or on unstable terrain.
  - (b) The Service Provider will not be able to change the tyre if these requirements are not met and you may be charged for the cost of the Call-out.
  - (c) We do not repair or replace your tyre or wheel. If these services are required, a Tow Call-out can be arrange instead (subject to the General Call-out Limitations and Tow Call-out provisions). The Vehicle will be towed to the nearest Ultra Tune Centre (or authorise repairer). The cost of repairing or replacing your tyre or wheel is at your cost.
  - (d) Where a tyre-wheel assembly is deemed too heavy for one person to lift and manoeuvre or requires specialised contractor or second person is required, this can be arranged at your expense.
  - (e) Where the tyre cannot be changed, the Vehicle may be towed to an Ultra Tune Centre (or other authorised repairer) at your request. Such towing is provided as a separate Call-out (and are subject to the General Service Limits and Tow Call-out provisions).
  - (f) If we cannot change the tyre for any reason (eg. Deflated spare tyre, missing locknut key, faulty wheel studs & nuts, faulty or missing tyre changing equipment, Vehicle in unsafe position, angle or on unstable terrain) a tow will be provided to the ISSUING Ultra Tune Auto Service Centre or the nearest tyre repairer. Such towing is provided as a separate Call-out (and are subject to the General Service Limits and Tow Call-out provisions)

## Lockout Call-out.

29. Where you are locked out of your Vehicle, we can refer you to a third party who may attempt

to gain entry to your Vehicle or arrange a taxi for you.

- (a) The cost of charged by the third party and any taxi service are at your expense.
- (b) This is a referral service only. You will be contracting directly with the third party. Any service or assistance provided by a third party falls outside of these terms and conditions are provided by them to you directly under a separate agreement and are not subject to these terms and conditions. We are not responsible nor provide any guarantee for the provision, quality or fit for purpose of such services or assistance.

## Other things you should know

- 30. Ultra Tune reserves the right to reject or cancel any policy.
- 31. We may take legal action against anyone who uses our services dishonestly.
- 32. Ultra Tune Roadside Assistance is specific to your Vehicle and is not transferrable.
- 33. We do not guarantee to carry out our services in whole, or in part or without disruption, if we are prevented from doing so due to any circumstances beyond our reasonable control, including, without limitation: computer and technical faults, telephone disruptions, the activities of civil or government authorities; industrial disputes; act/s of terrorism, civil unrest and/or protests, acts of God; severe weather conditions, bush fire event, road closures and road blockages.
- 34. We will not be liable for any direct, indirect or consequential losses (including loss of profit) incurred by you as a result of:
  - (a) our acts or omissions;
  - (b) the acts or omissions of our agents or Service providers acting on our behalf; or
  - (c) the acts or omissions of third parties that we have arranged to assist you.
- 35. 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 by us or third parties.
- 36. To ensure the quality of our services, your telephone calls to and from us may be monitored and recorded.
- 37. We may reasonably amend, modify or change these terms & conditions without notice.
- 38. Your policy may be terminated sooner than the stated expiry date in our sole discretion where but not limited to:
  - (a) your Vehicle becomes unroadworthy due to the lack of repair or maintenance that you knew or ought to have known were required and did not do.
  - (b) your policy was issued to you by mistake by us or the Ultra Tune Centre.
- 39. Where your policy is terminated pursuant to clause 42, we will not refund any monies paid by you to us and you are not entitled to any compensation.
- 40. 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.
- 41. If we delay or fail to rely on any right under these terms and conditions, we may rely on that right later.
- 42. The law of VICTORIA will apply to this contract. You and us submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.

## Definitions & Interpretation



43. In these terms and conditions, unless the context otherwise requires:
- (a) **“You”**, or **“Your”** means the Ultra Tune customer named on the tax invoice issued by an Ultra Tune service centre.
  - (b) **“your Vehicle”** means the vehicle named (by registration or VIN) on the tax invoice issued by an Ultra Tune service centre.
  - (c) **“we”** or **“us”** means Ultra Tune Roadside Assistance Pty Ltd ABN: 52 087 089 665 and ‘we’ and ‘us’ or ‘our’ refers to Ultra Tune Roadside Assistance, unless otherwise stated. Ultra Tune Roadside Assistance is a fully owned subsidiary of Ultra Tune Australia Pty Ltd ABN 52 065 214 708.
  - (d) **“Ultra Tune Service Centre”** means an Ultra Tune service centre operating under the Ultra Tune franchise system.
  - (e) **“General Service Limits”** means the limitations and exemptions that apply to all Call-outs and detailed under the heading “General Services Limits” (clauses 10 to 18).
  - (f) **“Geographic Limits”** means the limits detailed in clauses 12(b).
  - (g) **“On-site Attendance”** means a physical attendance by a person to the location of your Vehicle (or otherwise directed). This includes an attendance for the purpose of on-site diagnose, on-site repair, providing fuel, changing a flat tyre, attempting to gain access due to lock-out or lost keys, and/or towing of your Vehicle.
  - (h) **“Service Provider”** means an Ultra Tune Auto Services Centres, vehicle repairer, vehicle workshop, any third party contractor engaged by us or any other licensed vehicle repair workshop/technicians as approved by us from time to time.
  - (i) **“Specific Call-out Limits”** means the limitation and exemptions that apply to the specific type of Call-out and are detailed in the clauses relating to that type of Call-out.
  - (j) **“Ultra Tune Roadside Assistance”** or **“Roadside Assistance”** means the roadside assistance service provided by us under these terms and conditions.
44. In these terms and conditions unless the context otherwise requires:
- (a) a reference to these terms and conditions or another instrument includes any variation or replacement of them.
  - (b) a reference to one gender includes references to each other genders.
  - (c) a reference to the singular includes the plural and the plural includes the singular.
  - (d) the word "person" includes a firm, body corporate, an unincorporated association or an authority.
  - (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes and permitted assigns.
  - (f) an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally.
  - (g) unless otherwise specified, all amounts referred to in these terms and conditions are in Australian dollars.
  - (h) headings are inserted in these terms and conditions are for convenience only and do not affect the interpretation.

## Customer Care

45. 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 79 Mansfield Park, SA. 5012 or email us at [feedback@ultraroadside.com.au](mailto:feedback@ultraroadside.com.au). This does not affect your statutory rights.