



Vehicle Disposal Program **Terms and Conditions**

Vehicle Disposal Program

Terms and Conditions

Thank you for choosing the Disposal Membership Program which will provide you with a professional vehicle disposal service when the time comes to dispose of your current vehicle.

Definition of Words

Australian Fleet Lessors Association (AFLA): is the association of major fleet leasing and management companies in Australia.

Commencement Date: this is date that is reflected on your Membership Certificate, being the date you became a Member of the Program.

Financial Instrument: means any finance arrangement you may have in respect of the Nominated Vehicle, which is not administered by Smartleasing, including a novated lease or a vehicle loan.

Inspection Service: this service is incorporated as part of the Program. The service can only be used once during a Membership Term and needs to be completed by no later than 30 days prior to the end of the Membership Term.

The Inspection Service can be booked by contacting Smartleasing, allowing the following timeframes for completion:

- I. in cases where the Nominated Vehicle is located within the greater metropolitan area, within 14 days of your request; or
- II. in cases where the Nominated Vehicle is located outside the greater metropolitan area, within 21 days of your request.

Please note the Inspection Service will have some limitations as to where the vehicle inspection can be carried out. A vehicle cannot be inspected in:

- high rise carparks;
- below ground car parks;
- hospitals;
- schools;
- shopping centres;
- railway stations;
- airports (unless the location is a business premises on airport grounds with suitable free parking for the assessor); or
- anywhere else in the opinion of the assessor where there is no reasonable ability to park free of charge to conduct the vehicle inspection.

Lease: means the novated lease you have in respect of the Nominated Vehicle administered by Smartleasing.

Lease Extension: refers to the practice of 're-financing' the residual value of your Nominated Vehicle upon the expiry of your Lease term. Such an event means that your Membership Term is extended to coincide with the new Lease expiry date for that Nominated Vehicle. There is still only one Membership Term under a Lease Extension.

Member: refers to the individual who has acquired the Membership.

Membership: means your membership of the Program.

Membership Certificate: means the certificate provided to you by Smartleasing upon commencement of your Membership setting out the details of your Membership.

Membership Fee: is the fee which is payable by you to become a member of the Program.

Membership Term: refers to the period in which the Nominated Vehicle is covered by the Program and can be one of the three periods set out below, as applicable to the Nominated Vehicle:

- where the Nominated Vehicle is subject to the Lease, – a period from the Commencement Date to the date of expiry of the Lease or the Lease Extension;
- where the Nominated Vehicle is subject to the Financial Instrument, – a period from the Commencement Date to the date of expiry of the Financial Instrument; or
- where there is no Lease or Financial Instrument with respect to the Nominated Vehicle, – a period of 12 months commencing from the Commencement Date.

Nominated Vehicle: this refers to your vehicle covered by the Program as specified on your Membership Certificate.

Personal Information: means ‘personal information’ (as defined in the *Privacy Act 1988* (Cth)).

Privacy Law: means:

- (a) the Privacy Act 1988 (Cth); and
- (b) the Australian Privacy Principles contained in Schedule 3 to the Privacy Act 1988 (Cth) or an approved privacy code (as defined in the Privacy Act 1988 (Cth)).

Program: means the Membership Disposal service as regulated under these Membership terms and conditions.

Program Benefits: means the suite of benefits that are included as part of the Program as outlined in these Membership terms and conditions.

Transportation Costs: means costs of Transportation Services. Whilst Transportation Service will be made available by certain third party providers under the Program. If there are costs related to transportation of a vehicle these will be incurred by you as per the details outlined under ‘Other fees’ in this document.

Transportation Services: these services can be provided by several third-party transport companies as part of the Program, should you not have your own transport arrangements.

Vehicle Inspection Report: this is the report that is provided as part of the Inspection Service. The scope of the report is one of a condition report of the vehicle in line with the standards prescribed by the Australian Fleet Lessors Association (AFLA) as part of its Fair Wear and Tear Guide. For a copy of AFLA’s Fair Wear and Tear Guide please visit www.afla.com.au

We, Us, Smartleasing: means Smartleasing which is a trading name of Smartsalary Pty Ltd ABN 24 096 796 100.

You, Your: means the Member under this Program.

About this document

This document:

- tells you about the Program, to help you decide if the product is right for you and whether to use the services provided by Smartleasing, its employees, representatives and agents; and
- tells you how any complaints will be dealt with under the Program.

These terms and conditions were prepared on 27th October 2017 and issued by Smartleasing. They may be updated from time to time by Smartleasing without any notice to you.

Any advice provided in this document is general in nature, and does not take into account your individual circumstances. You should carefully read this document, and any other documentation that might be sent to you by Smartleasing to determine if this Membership is appropriate for you.

When you enter into the Membership terms and conditions you confirm and warrant that you have read the documents provided to you which make up the Membership terms and conditions.

Once you have acquired this Membership, then you must contact Smartleasing if any of the following circumstances occur:

- any information on your Membership Certificate is incorrect or incomplete;
- you have further questions regarding the Membership terms and conditions; or
- you have not received any documentation that forms part of the Membership terms and conditions.

Please keep all documentation in a safe place for future reference.

About Smartleasing

This product is issued by Smartleasing which is a trading name of Smartsalary Pty Ltd ABN 24 096 796 100.

The Program is administered by Smartleasing, however all services provided under the Program will be provided by third parties.

A number of Vehicle Inspection providers will carry out vehicle inspections and photography of your vehicle inside and out. Autorola Auctions will conduct and manage the on-line auctions. Autorola and a number of Vehicle Wholesalers may also provide fixed price offers for a Nominated Vehicle as part of the disposal process. The service providers under the Program may change from time to time under the Program without notice to you. Smartleasing will take all reasonable endeavors to ensure that the service providers have the appropriate skills and experience to provide the services under the Program. However, to the maximum extent permitted by law, Smartleasing accepts no liability to you or to any other party in respect of these services.

Summary of Program Benefits and Guidelines

Membership Fee

This is the fee paid by you to become a Member of the Program. The amount will be shown on your quote and Membership Certificate.

Membership

On acceptance of your application, your Membership will commence on the date shown on your Membership Certificate until the end of the Membership Term (including any extensions for re-financing of your Lease), unless canceled earlier in accordance with the Membership terms and conditions.

We may refuse to accept your Membership application, in our absolute discretion within 30 days of receipt of your application. In this case any Membership Fee received by us as part of your application will be refunded to you in full.

We may cancel your Membership with immediate effect at any time if:

- you have breached the terms and conditions of your Membership;
- we believe in our absolute discretion, that you are acting in a threatening or abusive manner towards our staff or our service providers; or
- you have outstanding payments on your Lease or on your salary packaging arrangements with Smartleasing or its related entities that have been outstanding for not less than 60 days.

If your Membership is cancelled, we may apply your Membership Fee against any outstanding

amounts payable to us or to our related entities rather than refunding it to you.

Fringe Benefits

Where you fund the Membership Program as part of the Lease, the Membership Fee will be subject to Fringe Benefits Tax, under *the Fringe Benefits Tax Assessment Act 1986*. In all other cases, no Fringe Benefits Tax will be payable in respect of the Membership Fee. However, you should obtain your own tax advice to verify your own tax position, as Smartleasing cannot provide you with tax advice.

Cancellation

You have the right to cancel your Membership.

If you cancel your Membership within 30 days of the Commencement Date, then the Membership Fee will be refunded to you in full, unless an Inspection Service has been completed with respect to your vehicle, in which case 50% of the Membership Fee will be refunded to you.

If you cancel your Membership more than 30 days after the Commencement Date, then the Membership Fee less a \$25 Administration Fee will be refunded to you, unless an Inspection Service has been completed with respect to your vehicle, in which case 50% of the Membership Fee less a \$25 Administration Fee will be refunded to you.

Should you wish to cancel your membership within the last 90 days of your Membership Term, there will be no refund of the Membership Fee. The Membership will be terminated with effect from the date that you notify us in writing of your wish to cancel.

Program Benefits

The Program will offer you the following benefits and services as part of your Membership:

- Inspection Service (includes professional photography of the inside and outside of your vehicle and a Vehicle Inspection Report) to be completed at the choice of your home or work during normal business hours;
- Concierge service throughout the selling process including vetting of prospective buyers, managing prospective buyer expectations and regular updates to you;
- The Nominated Vehicle can be listed on a combination of dealer auctions websites, where you will have full control of price setting;
- The Nominated Vehicle could also be part of fixed price offers from Auction houses or Vehicle Wholesalers, this will be done with your agreement where it is deemed more appropriate to maximise the best price outcome;
- There are no listing fees charged to you as part of engaging and listing the Nominated Vehicle with our preferred Auction houses or Vehicle Wholesalers (as nominated by us from time to time);
- Should you refinance and carry out a lease extension for the Nominated Vehicle, the Program will carry forward as part of this lease extension term;
- You can drive the Nominated Vehicle right up and until near the end of the Membership Term.

Other Fees

As part of the Program you may incur other fees based as part of your final decision around the method of disposal chosen for your vehicle.

These could include, but are not restricted to:

- auction fees or advertising costs as prescribed by the on-line auction house(s) selected by you or fees of Vehicle Wholesalers selected by you to list the Nominated Vehicle;
- listing fees for advertising on websites or auction houses outside our nominated preferred Auction Houses and Vehicle Wholesalers;
- you are entitled to a single Vehicle Inspection and photography service as part of the Program for your Nominated Vehicle (this includes lease extensions). Additional vehicle inspections and/or photography services will result in additional costs by you;

Not included as part of the Program The following details and items are not included as part of this program:

- cleaning and detailing costs for the Nominated Vehicle before the photography;
- repair or replacement costs for any matters identified in the Inspection Service; or
- Transportation Costs for your vehicle once you have accepted an offer for disposal of your Nominated Vehicle (see details of Transportation Service below).

Transportation Services

The following is a guide around the general expectations that these transport companies may have around valuables, dangerous goods, and availability and mobility of vehicles. There is a general transportation checklist below to assist you with the process if required.

Door-to-Door Service

- The day prior to your scheduled vehicle collection, a member of the transport company's planning team will contact you to arrange a 4-hour window to collect your vehicle. Please make sure that you are available within this window. If you are not available, please appoint an agent (another person) to hand your vehicle to the transport company representative.
- On collection day, the transport company's driver will collect your vehicle and should complete a 'Transport Contract and Vehicle Condition Report' with you. You will be required to sign that document.
- Some locations, towns and cities have restrictions around access by large vehicles and/or have streets that have restricted access. If this applies, the transport company will discuss alternative arrangements with you around collection of your vehicle.

General Vehicle Checklist for Transport

- The vehicle is safe to transport and fully drivable for loading and unloading. It has working foot and handbrakes, fitted seats, all glass intact and working operational windows. The body of the vehicle is in good condition and has 4 fully inflated tyres.
- The vehicle is completely empty. All personal and loose items and/or parts have been removed from your vehicle including compartments such as glove box, console, CD stacker, boot etc.
- One fitted spare tyre, factory tools and fitted baby seats are permitted, as are disabled assistance items providing they are securely fastened.
- Your vehicle has 15cm ground clearance.
- The fuel tank is approximately 1/4 full – to allow for loading and unloading.
- Any non-factory fitted alarm system is to be disabled or deactivated, or you are to provide written instructions for the alarm system and the necessary keys for its use.
- The aerial is operational and any non-retracting/non-retractable aerial has been removed.
- Any modifications to the vehicle have been notified to the transport company i.e. roof racks, bull bar, running boards, if the vehicle has been lowered, spoilers fitted, height pack fitted etc.

Goods and Services Tax (GST)

All amounts payable under the Program and as shown on your quote and Membership Certificate are in Australian Dollars and include GST.

Privacy Collection Statement

Smartleasing will comply with the Privacy Laws in respect of its collection and handling of your Personal Information.

Your Personal Information collected by Smartleasing under the Program may be provided to the following parties for the purpose of providing the services under the Program:

- AAMC and other Vehicle Inspection Service providers like (NRMA, RACV and RACQ)
- Smartgroup's franchised dealer network
- Autorola.com.au
- Darren Geany Pty Limited
- Dutton Garage Wholesale
- Vehicle Wholesalers as agreed to by you
- Vehicle Auction Websites as agreed to by you

Please refer to our privacy policy at www.smartleasing.com.au for details around our collection and use of Personal Information.

Limitation of Liability

If Smartleasing's liability to you for breach of a term, condition or warranty implied by law into contracts for the supply of goods or services is capable of exclusion, then it is excluded.

Despite any other provision of this agreement, neither Smartleasing nor the service providers will, in any circumstances, be liable for anything other than provable and direct losses or any consequential loss as a result of or in connection with this agreement including the performance or non-performance by Smartleasing or the service providers under the Program.

Smartleasing's total liability to you in respect of any claim or any liabilities which may arise under or in relation to the Program is limited to the lesser of:

- (a) the re-supply of the relevant services that are the subject of the claim; and
- (b) the payment of the costs of having the relevant services that are the subject of the claim re-supplied; and
- (c) the Membership Fee paid by you under the Program.

Acknowledgment and governing law

You acknowledge and agree that Smartleasing (and its affiliates) may receive payments or commissions from the third-party providers as part of the Program.

The laws of the State of New South Wales shall govern these Terms & Conditions and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales and the Federal Court of Australia, Sydney, NSW Registry.

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