



Western Australian Alcohol Interlock Scheme

Compliance Guide For Participants

ROAD SAFETY

PULL OVER TO THE SIDE OF THE ROAD BEFORE PROVIDING A RETEST

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1. Introduction

This guide contains information and requirements for participation in the Western Australian Alcohol Interlock Scheme and covers all non-equipment related matters in order to assist you in complying with the Scheme requirements. For instructions on the use of the Alcolock LR please consult the User Manual provided to you. For all other Scheme related matters please refer to the Department of Transport (DoT) Participant Guide or Website.

IMPORTANT: Before operating the Alcolock LR device, you must read the complete contents of both the User Manual and the Compliance Guide. You must also understand what the WA DoT Participant Guide requires.

2. Scheme Participation

The Scheme provides for two levels of participation. Interlock restricted drivers can elect whether to have their interlock system monitored or not. This guide is intended for use by both **Monitored** participants and **Unmonitored** participants. **Monitored** participants have elected to have their data automatically reported to the WA Department of Transport (WA DoT) for review and analysis so that they can complete the Scheme and 'I' condition licence requirements. **Unmonitored** participants will remain on an 'I' condition licence forever unless they convert to a **Monitored** Scheme and successfully complete a minimum monitoring period of six months. Conversion to **Monitored** status will attract an additional fee.

The nominal time on the Scheme is six months although this can be extended by WA DoT after reviewing the Scheme data.

Monitored participants are required under the Scheme to personally attend servicing every 30 days. Guardian's preference is that **Unmonitored** drivers attend the first 30 day service and subsequently every 60 days. **Unmonitored** drivers from remote areas may apply for extended periods which may be granted at Guardian's discretion subject to payment of fees.

3. Scheme Information

3.1. Service Provider

Guardian Interlock Systems is one of the Scheme Service Providers. To contact Guardian, call 02 8853 6200 or toll-free number: 1300 881 005. Email: enquiries@guardianinterlock.com.au

3.2. Service Centres

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Service Centres are parties throughout Western Australia authorised by Guardian to perform installation, monitoring, calibration and end-of-Scheme removal of the Interlock device.

There is a list of Service Centres available on the Guardian website. Guardian currently also has selected Services Centres in all other states that can provide service if you travel interstate. Please contact Guardian on 1 300 881 005 for information or visit our website to find your closest Service Centre:

www.guardianinterlock.com.au

Servicing your interlock is a simple task. Please contact the Service Centre where you wish to have your unit serviced, and make an appointment. While normally you will be able to be accommodated, it is in your interest to book a time at busy centres, as other planned work being conducted may cause extended waiting time.

4. Caution

Blood Alcohol Content (BAC) can rise for up to two hours after your last drink. Interlock users should take care if a BAC reading close to their designated BAC lockout level is indicated.

It can take twelve hours or more for the blood alcohol level to return to zero after a high blood alcohol level has been reached. This may lead to failed tests that will show on your record.

Mouthwash and some medications generate high levels of BAC readings for short periods of time – please ensure that you wait at least 15 minutes after using mouthwash or taking medication before attempting a test. Rinsing your mouth with water may reduce chances of receiving a high BAC from these products when attempting a test.

Many foods and drinks generate low level BAC readings for short periods of time – please ensure that you wait at least 5 minutes after eating or drinking anything before attempting a test. If possible, rinse your mouth out with some water.

5. Trouble Shooting Your Testing Technique

Taking the test can be daunting once “you’re on your own” and it is easy to become flustered. There are four parts to the test, namely:

- a) Pressure – a blow of sufficient pressure is indicated by a tone. The aim should be to conduct the test at as low a pressure as possible.
- b) Duration – you have to provide an adequate breath sample for about five seconds, or until the handset clicks and tone sounds.
- c) Hum – you have to hum as you are blowing. You will need to maintain your breath level throughout the test while humming.
- d) Breath band – the device will accept breath pressures between upper and lower levels – The display and associated tones will guide you if you are not doing it correctly. “**Blow Softer**” means just that, to blow softer. “**Blow Longer and Harder**” normally means “don’t let your breath drop off midway through the test”.

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Hint: Get rid of all distractions, or if you can't, try focusing on the handset when taking the test to give a better chance of success.

Ensure that other users of your vehicle have sufficient understanding of using the interlock device.

6. General Assistance

Please contact your Service Centre shown on your servicing documents, or Guardian with any questions or for general assistance. You can contact Guardian on a 24 hr basis for technical assistance, however general assistance is only available during normal working hours, between 8.30 and 5pm Monday to Friday.

Our aim is to assist with technical issues as soon as possible, however repairs required are generally on a “next business day” basis.

Guardian provides a 24 hour Technical Support line in case of technical emergency situations. If you are having any technical difficulties with your interlock, call Guardian on 1300 881 005.

After hours support is only to be used for technical equipment or emergency situations such as an Interlock break down. An Administration Fee may be applied to non-emergency.

Do not:

- Wait for the Service Centre to contact you to schedule a service appointment
- Contact the Service Centre for non-Scheme related vehicle servicing

Do:

- Contact Guardian or DoT for Scheme related matters
- Notify Guardian before working on your vehicle. If the vehicle is being worked on in a mechanical workshop it will be necessary for the mechanic to contact Guardian for a Third Party Maintenance (TPM) Code so that it does not create a tamper event.
- Schedule your service appointment within the time limit displayed on the Handset.
- Arrive at least 15 minutes early to your service appointment.

7. Fees

Installation and monitoring costs are significant and non-compliance could double your monthly charges. Please read these instructions carefully, and comply with the service dates so that you don't become locked out by your own actions, and end up paying extra (and avoidable) fees.

The requirements for installation, maintenance and removal of the device are clearly stated in the Guide for Participants issued by WA DoT. While the Participant Guide covers general matters, it does not address Guardian's fees for the interlock device which are outlined on the back page of this Compliance Guide.

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7.1. Managing Your Costs

Installation and monitoring costs are significant and non-compliance could result in additional fees. Please follow the rules carefully so that you don't become locked out by your own actions and end up paying additional fees.

7.2. Concessions

There is a concession available for certain concession card holders. The concession is only available to the first listed name, and only if permission is given for Guardian to access Centrelink records to check eligibility. Ask your Service Centre or Guardian for details. Guardian reserves the right to delay granting of concessions where doubt about validity of the entitlement exists.

Concessions will not be backdated, applied in arrears or on overdue daily lease fees.

Concession Clients that choose to exit the Scheme early are required to pay the applicable device removal fee at the full rate and any other exit fees that will apply under the contract.

7.3. Loss Protection Plan

The Loss protection Plan (LPP) is designed to minimise the cost to participants in the event equipment is lost due to theft or destroyed in an accident. The LPP **does not** cover damage to the equipment by participants, or the loss of equipment if the interlock equipped vehicle is impounded and subsequently crushed.

8. Important Terms

8.1. Early Recall Message

The LR handset will display an **Early Recall** message, a recall code and the Permanent Lockout date.

Participants are to call Guardian (1 300 881 005) in order to be issued with a Reset Code to reset the LR to the next scheduled service date. The issue of a code will attract a fee. In the event of an Early Recall, call Guardian as soon as possible during business hours in order to avoid a Permanent Lockout situation.

8.2. Immediate Recall

The Handset displays an **Immediate Recall** message, a recall code and the Permanent Lockout date. Participants are to call Guardian (1300 881 005) in order to be issued with a Reset Code to reset the LR to the next scheduled service date. The issue of a code will attract a fee. In the event of an Early Recall, call Guardian as soon as possible during business hours in order to avoid a Permanent Lockout situation.

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8.3. Permanent Lockout

The Handset displays a **Permanent Lockout** message, a recall code and the Permanent Lockout date. The vehicle cannot be started and you will need to contact Guardian for a Reset code that will allow you to start the vehicle. This code will cost \$66.

The LR device will enter a Permanent Lockout as a result of:

- Failure to respond to an Early or Immediate Recall message.
- Failure to attend a scheduled service appointment before the Permanent Lockout date (within 7 days).

8.4. Entering Codes

Once a code has been obtained from Guardian Head Office, and payment made, please:

- Make sure the vehicle is switched off.
- Ensure the handset is connected and powered up.
- Press and hold the left button
- Scroll through the options pressing the right button until “RESET” is displayed then press the bottom button to select.
- “RESET CODE” and “0000 OK?” will be displayed. Enter the four digit reset-code.
- Press and release the right button until the correct numerical value for the first number is correct.
- Press the bottom button to move the cursor to the next number. Continue for all 4 digits. The left button will decrease the numerical value and the right button will increase the numerical value.
- Once all the 4 numbers are correct press the bottom button until the handset displays “Cancel” “Accept” or “Correct?”.
- Press the right button to accept the entry
- You will now be required to enter the sub code. “0000 OK?” will be displayed. Enter the four digit sub-code the same way as the previous code.
- Upon successful entry of both codes, the handset will make a high beep tone and display the new lockout date and return to “Wait” or “Ready for Test”.
The new service date has now been set.

If an incorrect code is entered 3 times it will result in the handset locking out for 1 minute. Successive incorrect code entries will result in the handset locking out for a further 5 minutes and subsequent 5 minute lockouts for continued incorrect codes. Note that all code entries are recorded and attempts to input bogus codes may lead to a Tampering report, with consequential Scheme sanctions.

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8.5. Retest Times

Successive retests are required at random times while the vehicle engine is running. The first retest will occur within 5-15 minutes of starting the vehicle engine. Subsequent retests will occur at random intervals thereafter. Failure to take tests will result in sanctions.

8.6. Scheduled Service Dates

Starting 7 days before the scheduled service date, and after every retest, the Handset will display **Service Due** and the date and time that the vehicle is due for routine service. This message will also appear every time that the LR device is powered on and for 5 minutes after the vehicle engine is shut off.

8.7. Scheme Violations

Guardian must report Scheme Violations to the WA DoT who will decide if the violation will cause an extension of required interlock use and/or revocation of driving privileges. Violations include:

- Failure to return for scheduled servicing and downloading of data as required.
- Failure to comply with retest requirements within 10 minutes of the request.
- Failure to comply with a **Pull Over, Turn Off Motor** message in the event of a fail result on a running retest.
- Disconnection of the battery for more than 20 minutes (this will be reported as tampering to WA DoT).

8.7.1. Tampering

Tampering is defined as, “an unlawful act or attempt to disable or circumvent the legal operation of the ignition interlock device.” Without limiting the generality of this definition, these are examples of tampering:

- Cutting and/or disconnecting any of the wires that connect the interlock to the vehicle.
- Removal of the tamper seals from the interlock, interlock wiring, or siren.
- Covering and/or disabling the siren.
- Unauthorised disconnection of the vehicle battery from the interlock.
- Hot wiring or push starting the vehicle.
- Damage to or loss of the interlock, interlock wiring, or siren.

Note: *Prior to any work done by a certified auto repair facility the repairer will need to contact Guardian for a TPM code otherwise it may be reported as tampering. If you have had work done without either contacting Guardian or arranging for a TPM code and it is reported to DoT you may have to provide them with a receipted invoice or work*

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order to the Service Centre indicating the business name, vehicle, work done, time in, and time out. The violation time must match the time of service on the invoice or work order. If you plan to work on your own vehicle, you must call Guardian in advance.

9. Electrical Interference

Mobile phones and mobile radios produce high RF noise and may cause the interlock to abort the test. Do not park near transmission towers or electrical sub-stations as this can stop the interlock from allowing you to take a test in order to start your vehicle.

WARNING:



Ensure mobile phones and mobile radios are shut off during a breath test as an RF signal is still produced as long as the device is on.

If you do experience trouble starting because of transmission towers or electrical sub-stations, you may need to have your vehicle towed away from the area to allow normal function of the interlock.

10. Other Servicing of Your Vehicle

If you need to have repairs or maintenance work done on your vehicle, you should contact Guardian for further information. Your mechanic may be able to obtain a TPM (Third Party Maintenance) code from Guardian. Additional fees will apply

11. Non-Compliance with Scheme Conditions

The interlock device fitted to your car is meant to keep you under supervision and control. Its features and performance have been developed to ensure that any non-compliance is recorded, and will generate some form of sanction. Early or Immediate recalls will incur additional expenses to the user. In addition, Service Centres and Guardian are required by law to provide a report to the DoT with details of any tampering or circumvention detected.

DoT expects participants to return their vehicle on, or before, the scheduled service date (printed on your invoice). While there is a period of grace, the period is not intended to allow participants to become non-compliant. Where vehicles enter PERMANENT LOCKOUT because participants have gone past their service date, a Missed Appointment fee may be applicable. Participants are responsible for towing expenses to get the vehicle to a Service Centre, or for assistance from Guardian.

12. Complaints

We provide a high level of service, consistent with the Scheme rules. If we aren't meeting your expectations, please contact either your Service Centre or Guardian direct on 1300 881 005. Our aim is to fix problems as soon as possible, with the least amount of fuss. Part of your training included how to make a complaint about the equipment or service. You have also been issued a

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feedback brochure called “Tell Us What you Think” that enables you to contact us and let us know any concerns you may have with your interlock.

13. Privacy

We respect your privacy, and will only collect information that we need to do our job. We will only use the information for the reason we sought it, or to provide reports required by the Scheme. Access to a Scheme requires individuals to provide the normal personal information required for commercial transaction, as well as information about the way they have used the interlock device (from the device’s data logger).

Guardian will only collect personal information directly from you, and from the interlock device allocated to you, for use solely in Scheme management. This will mainly be done at Service Centres by authorised staff. Guardian will provide copies of the personal information held at each service in the form of an invoice, and will correct any anomalies on request. In the event of any non-compliant data log entries, Guardian will provide copies of any such events, and offer you the opportunity to comment on the event for inclusion on your report. By doing this, Guardian ensures that you share information that it has on file, as well as ensuring we hold a correct record of your Scheme.

Information will be collected in files held at the Guardian Sydney office, and electronically on Guardian computers (including central storage in Canada), as well as the DoT computers. Where your personal information is transferred between users, the Australian privacy provisions will always apply, and all data transfer is encrypted and protected by the most secure methods available.

Guardian has stringent rules about access to personal information, and any Guardian or Service Centre personnel, with access to personal information in any form, has to complete a Confidentiality Pledge before having any such access. Participants should be aware that Guardian is obliged to provide some personal information to the authorities for Scheme management. Please contact Guardian if you have any concern about privacy.

14. Terms and Conditions

1. Acknowledgements

The Provider is Guardian Interlock Systems Australasia Pty Ltd (“the Provider”). The Client is a participant in the Western Australia Alcohol Interlock Scheme (“the Scheme”). This Scheme involves the installation in the nominated vehicle (“the Vehicle”) of an ignition interlock system (“the System”) comprising the leased equipment (“the Equipment”) including any equipment or components that may from time to time be substituted or installed as replacements therefore. The Scheme also involves monitoring the use and function of the System by means of a built-in events logger, having monitoring checks performed and events log data retrieved at regular intervals.

The Client acknowledges in this regard that the Provider will provide the DoT and authorised agencies information regarding the Client with data and reports in respect of the Client’s use of the System. The Client also acknowledges that the Provider will notify the DoT in the event that inspection of the Vehicle or events log data indicates either an attempt to tamper with or circumvent the System or flagrant abuse of Scheme conditions.

The function of the System is to prevent the Client from operating the Vehicle after consuming alcohol. The System requires a breath test prior to operating the Vehicle,

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followed by a series of retests at random intervals. If the driver fails the initial test, the System will enter a Lockout state that prevents the Vehicle from being operated for a period of time. If, after starting the Vehicle, the driver fails a retest or does not take a retest when required, an audible and visual alarm will be activated until the retest is taken and passed or the engine shut off.

The System allows for remote servicing for participants living in rural and remote areas where service availability is limited. The Provider may offer servicing via exchange of Handset and/or wireless data download, where available and approved by DoT. Relevant service charges may apply for wireless service arrangements.

Attempts to tamper with or circumvent the System are recorded in the events log. Clients are required to have a scheduled monitoring check carried out every month (or other specified period set in the Equipment memory), provided that in the event of specific circumstances identified in the User Instructions for the Equipment, additional servicing will also be required. Failure to comply with monitoring and/or service requirements will result in the System entering a Permanent Lockout condition.

Participation in the Scheme by the Provider is subject to conditions prescribed by the DoT.

Use of the System, and participation in the Scheme is subject to the Client holding a valid driver's licence or permit, and the Client having been required to only drive a motor vehicle with an approved alcohol interlock.

The service centre providing the interlock services to the Participant is the authorised agent of the Provider for purposes of executing this Agreement and receiving monies payable by Client hereunder.

2. Privacy

The Client agrees for the Provider to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Client in relation to credit provided by the Provider.

The Client agrees that the Provider may exchange information about the Client with those credit providers and with related body corporates for the following purposes:

- (a) to assess an application by the Client; and/or
- (b) to notify other credit providers of a default by the Client; and/or
- (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
- (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two years.

The Client consents to the Provider being given a consumer credit report to collect overdue payment on commercial credit.

The Client agrees that personal credit information provided may be used and retained by the Provider for the following purposes (and for other agreed purposes or required by):

- (a) the provision of Goods; and/or
- (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
- (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
- (d) enabling the collection of amounts outstanding in relation to the Goods.

The Provider may give information about the Client to a CRB for the following purposes:

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- (a) to obtain a consumer credit report;
- (b) allow the CRB to create or maintain a credit information file about the Client including credit history.

The information given to the CRB may include:

- (a) personal information as outlined in 2. above;
- (b) name of the credit provider and that the Provider is a current credit provider to the Client;
- (c) whether the credit provider is a licensee;
- (d) type of consumer credit;
- (e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
- (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and the Provider has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
- (g) information that, in the opinion of the Provider, the Client has committed a serious credit infringement;
- (h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).

The Client shall have the right to request (by e-mail) from the Provider:

- (a) a copy of the information about the Client retained by the Provider and the right to request that the Provider correct any incorrect information; and
- (b) that the Provider does not disclose any personal information about the Client for the purpose of direct marketing.

The Provider will destroy personal information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.

The Client can make a privacy complaint by contacting the Provider via e-mail. The Provider will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.

The Provider is also required to notify DoT of any privacy complaint.

The Client agrees to the following collection, storage, use and disclosure of the Client's Data.

3. Definition

Data means all information, including personal information (for example images), in connection with the use or maintenance of the Interlock. It includes (without limitation) communications about the use of the Interlock and Scheme participation and data logged by the Interlock (for example breaches of the Scheme)

4. Government Agencies

The Provider will provide Department of Transport (DoT) with Data and DoT may use the Data provided by the Provider for the purposes of performance monitoring and Scheme evaluation, and for enforcing compliance with the Scheme and road transport legislation.

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DoT may also disclose Data provided to it by the Provider to other WA government agencies and courts for use by those entities for the same purposes.

DoT and government agencies may share the Data with their services providers (including auditors and legal advisers) for the purposes referred to above.

5. Offshore Data Storage

The Provider may store Data in offshore hosted databases for purposes of providing the Scheme. The Data is currently stored in Ontario, Canada.

6. Obtaining Data from DoT

The Client consents also to DoT disclosing to the Provider information relating to the Client's expected Scheme completion date, including changes to that date, and severe financial hardship eligibility.

The Provider will only use that information for the purposes stated by DoT when releasing the information and the Provider will not disclose it to any third party (for example, debt collection agencies).

7. Client Responsibilities for Third Parties

If the Client permits a third party to use the client's Interlock device then the Client warrants that it has provided a copy of these privacy terms to that person and obtained their consent.

8. Ownership of Equipment

The Equipment is owned by, and shall remain the sole and exclusive property of the Provider. The Client shall not, directly or indirectly, encumber or otherwise impair the Provider's title to the Equipment.

Upon termination of this Agreement the Client shall take the Vehicle to a Service Centre within 5 days thereafter for removal of the System. In the event that the Client does not comply with this provision, the Provider shall have the right to seek a court order entitling it to recover possession of the System from the Vehicle. It is expressly acknowledged and agreed that the Provider shall not be liable for any loss or damage occasioned by the lawful removal of the System from the Vehicle, and the Client hereby undertakes to indemnify the Provider from and against any liability arising there from.

9. Payments

The Client agrees to pay to the Provider all fees and charges in accordance with Schedule "A" as may from time to time be applicable.

In addition to the fees and charges set out in Schedule "A", the Client will pay all charges, costs and expenses (including but not limited to solicitors legal costs, bank dishonour fees, mercantile agency collection costs, administration fees) including GST reasonably incurred by or on behalf of the Provider in collecting or attempting to collect fees due under this Agreement or otherwise taking steps to enforce this Agreement, including recovery of the System in the event that same is not returned at the end of the Term or as otherwise required.

All payments are to be made in the form of cash, bank cheque or postal money order, electronic/on-line banking, debit card or major credit card. Personal cheques will not be accepted. The lease fee payable for the period until the next scheduled monitoring check, together with applicable Taxes, is due and payable in advance at the time of each scheduled monitoring check, provided that the lease fee for the initial period shall be due and payable in advance on the date that the System is installed. Payment for any other charges,

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including applicable Taxes thereon, is due in full in advance at the time such charges are incurred. The Client acknowledges that the Provider is under no obligation to perform any services until payment for such services, together with any outstanding payment if applicable, is made.

9.1. Payment Default

If the Client delays or defaults in respect of any payment, the Provider reserves the right, in addition to other remedies it may have, to charge interest at the rate of 2.5% per month on outstanding monies and shall apply after as well as before any judgement. Such interest shall compound monthly at such a rate and is to be calculated from the date of invoice to the date of full payment by the Client. Any payment by the Client will be credited first against the interest accrued to the date of payment.

The Provider may demand payment of interest by the Client at any time. Failure to demand interest does not constitute a waiver of the entitlement to interest.

9.2. Credit Facilities

The Client agrees that in processing an application for credit, the Provider may seek from a credit reporting body information about their personal credit arrangements. The Client understands that this information may include personal credit information and credit history that credit providers are allowed to exchange under the Privacy Act, 1988. The exchange of information will only be used by the Provider for the purpose of processing the credit application.

The Provider may request the Client to nominate referees and reserves the right to withdraw credit facilities if, in the Provider's opinion, there have been deliberate acts or omissions in respect to the credit application. The Provider also reserves the right to withdraw credit facilities where payment has not been received.

9.3. Concessions

Eligible Concession card holders will be entitled to a discount in accordance with DoT requirements. Participants are eligible for \$50 concession discount on one vehicle/device for core services on provision of a valid:

1. Pensioner Concession Card – *Full rate pension recipients only*
2. Health Care Card – *Low income only*
3. Department of Veterans Affairs Gold Cards endorsed:
 - TPI (totally and permanently incapacitated)
 - EDA (extreme disablement adjustment)
 - War widow or war widower

All applications for discounts under the Scheme must be supported by the submission of a valid and current concession card produced at every service. The client must also have provided a signed Centrelink e-Business Authority prior to being granted concession which allows Guardian to confirm eligibility electronically. The Provider reserves the right to delay granting of concessions where doubt about validity of the entitlement exists.

Concession discounts will not be backdated, applied in arrears or on overdue daily lease fees.

Concession Clients that choose to exit the Scheme early are required to pay the applicable device removal fee at the full rate and any other exit fees that will apply under the contract.

10. Monitoring Checks (Scheduled Service)

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The Client must take the Vehicle to a Service Centre for scheduled monitoring checks. The first monitoring check will be scheduled for one month after installation of the System, and subsequent monitoring checks will be scheduled monthly (30 days). The date, time and Service Centre location for the next monitoring check will be confirmed with the Client each time service is performed. In the event that the Client wishes to change the date, time or location of a scheduled monitoring check, he or she must contact the Service Centre at least 48 hours in advance; otherwise the Client may not be able to obtain another service appointment prior to the due date, and/or may be subject to a cancelled/missed appointment charge.

In the event that unscheduled service is required for any reason, the Client must contact the Service Centre to make suitable arrangements for service and should be prepared to allow up to 48 hours before an appointment can be scheduled. Concession does not apply to unscheduled servicing.

11. Provider’s Responsibility

The Provider agrees that the System will be installed and serviced in a good and workmanlike manner, provided that neither the Provider nor any Service Centre (including their respective employees and agents) shall be held responsible for any loss or damage to the Vehicle or its contents during installation or removal of the System, other than loss or damage caused by the negligence, breach of contract or unlawful action of the Provider or Service Centre. The liability of the Provider shall be limited to repair or replacement of defective components. Such work shall be carried out during normal business hours and by prior arrangement with the Service Centre. In no event shall the Provider or any Service Centre (including their respective employees and agents) be liable for any consequential loss or damage to the person or property of the Client or anyone else, other than loss or damage caused by the negligence, breach of contract or unlawful action of the Provider or Service Centre.

Liability for repairs to the System will be attributed in accordance with the Scheme as follows:

11.1. Device malfunction or failure

Device malfunction or failure which is not caused by participant misuse must be repaired or replaced free of charge to the participant.

If the device data logger recorded unusual or incorrect data when the device failed, this should be flagged and logged by the personnel/provider in the participant record so that this may be taken into consideration by DoT when assessing performance.

Device malfunction, damage or failure which is caused by participant (or other user) misuse or recklessness may be charged to the participant at the applicable price.

Liability of the Client for repair or replacement of the System is limited to a maximum of \$2,186.00. The cost of replacing individual components of the System is listed in the Schedule of Fees.

The foregoing is in lieu of any warranty by the Provider, express or implied, including any warranty of merchantability or fitness for a particular purpose other than implied warranties under the Trade Practices Act 1974 (Cth) or the Fair Trading Act (NSW) for the supply of goods or services. This agreement represents the entire agreement between the parties hereto, and there are no collateral representations or warranties except as expressly set out herein or otherwise imposed by law.

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Without limiting the generality of the foregoing, the Client understands that neither the Provider nor Service Centre warrant the ability of the Client or other permitted users of the Vehicle to operate the Vehicle safely with the System. Operation of the Vehicle is the sole responsibility of the Client. The Client also understands that neither the Provider nor the Service Centre warrant the ability of the System to prevent the Client or any other user of the Vehicle from operating the Vehicle in violation of the Scheme, Federal or State laws while in an alcohol impaired condition. **THE CLIENT SHALL NOT ATTEMPT TO START OR OPERATE THE VEHICLE AFTER CONSUMING BEVERAGE ALCOHOL.**

12. Security and Charge

In consideration of the Provider agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

The Client indemnifies the Provider from and against all the Provider's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Provider's rights under this clause.

The Client irrevocably appoints the Provider and each director of the Provider as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 6 including, but not limited to, signing any document on the Client's behalf.

12.1. Personal Property Securities Act 2009 ("PPSA")

In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.

1.1 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods that have previously been supplied and that will be supplied in the future by the Provider to the Client.

1.2 The Client undertakes to:

- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Provider may reasonably require to;
 - i. register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - ii. register any other document required to be registered by the PPSA; or
 - iii. correct a defect in a statement referred to in clause 0(a)i or 0(a)ii;
- (b) indemnify, and upon demand reimburse, the Provider for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
- (c) not register a financing change statement in respect of a security interest without the prior written consent of the Provider;
- (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of the Provider;

1.3 The Provider and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.

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1.4 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

1.5 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

1.6 Unless otherwise agreed to in writing by the Provider, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.

1.7 The Client must unconditionally ratify any actions taken by the Provider under clauses 1.2 to 1.4

1.8 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

13. Indemnification

The Client agrees to indemnify and hold harmless the Provider and Service Centre (including their respective employees and agents) from any and all claims, demands, actions, costs and expenses whatsoever that may arise, directly or indirectly, out of any act or omission of the Client, other users of the Vehicle, or persons under their care, custody or control, relating to the Client's participation in the Scheme, other than claims, demands, actions, costs and expenses caused by the negligence, breach of contract or unlawful action of the Provider or Service Centre.

This obligation shall continue after termination of this Agreement. Neither the Provider nor Service Centre (including their respective employees and agents) shall be held liable for any loss, injury or damage of any nature whatsoever that may be suffered by the Client, other users of the Vehicle, or any other person, resulting directly or indirectly from the Client's participation in the Scheme, other than loss, injury or damage caused by the negligence, breach of contract or unlawful action of the Provider or Service Centre.

14. Early Termination

This Agreement may be terminated by the Client at any time prior to the end of the Term upon notice to the Provider. An Early Termination Fee applies.

This Agreement may be terminated by the Provider at any time prior to the end of the Term, upon notice to the Client, in the following circumstances:

- a) Failure by Client to pay any fees or other charges arising under this Agreement when due;
- b) Failure by Client to have a monitoring check carried out within 7 days after the scheduled date therefore;
- c) Damage to or loss of the System caused by a wilful act or omission on the part of the Client or a permitted user of the Vehicle;
- d) Attempts by the Client to circumvent or tamper with the System or the Equipment;
- e) Any sale, lease, assignment or transfer of title, or other transfer of legal or equitable ownership or possession of the Vehicle by the Client or registered owner without the Provider having been given sufficient notice of the intended sale, lease, assignment or transfer to enable it to make arrangements for the removal of the System out of the Vehicle;
- f) Any actual or threatened seizure, impoundment, or repossession of the Vehicle;
- g) Any other material breach of this Agreement by the Client.

In the event of early termination of this Agreement, the Client shall not be entitled to any refund of prepaid fees or other charges, and the Early Termination Fee shall become

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immediately due and payable. Any termination of this Agreement, whether initiated by the Client or the Provider will be reported to the DoT. Where the Provider removes the unit because of participant behaviour, damage to the System, or non-compliance with Scheme conditions or user instructions, etc, the Provider will not reimburse fees.

The Client acknowledges that early termination of this Agreement may result in a loss of driving privilege.

15. General Provisions

It is acknowledged that there are no representations, warranties or agreements, express or implied, save and except as set out herein. This Agreement shall not be amended or varied, and any purported amendment or variation shall be null and void.

This Agreement is personal to the Client, and shall not be transferred or assigned, directly or indirectly. Any purported transfer or assignment of this Agreement shall be null and void.

In the event of default by the Client, the Provider may, but is not obliged to, resort to 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 action or forbearance by the Provider shall result in an *estoppel* or waiver of rights, and shall not preclude the Provider 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 or sent by ordinary prepaid mail to the address of the Provider or the Client, as the case may be, set out herein. In the event that notice is given by mail, it shall be deemed to have been received on the third business day after mailing.

In no event shall the DoT be responsible for any action or omission of the Provider hereunder. Without limitation, the DoT shall not be held liable in the event that a permit authorizing the Client to operate a vehicle equipped with an ignition interlock device is not issued or, having been issued, is subsequently revoked.

Notwithstanding anything to the contrary in this Agreement, the Client expressly authorises and consents that if this agreement ends or is terminated, or Provider otherwise ceases to be an Accredited Interlock Service Provider for any reason, then Provider will need to remove then current Approved Interlock Devices and, at the Participant's cost, the Participant will need to enter into a new Standard Contract with a new provider for Interlock Services.

The Provider reserves the right to review these terms and conditions from time to time. If, following any such review, there are changes in such terms and conditions, that change will take effect from the date the Provider notifies the Client of such change.

16. Loss Protection Plan (Optional)

The Client acknowledges and accepts financial responsibility for and damage to or loss of the System, however caused, provided that upon payment of the Loss Protection Plan fee, the Client's financial responsibility for damage to or loss of the System shall be limited to a maximum of \$500.00 per occurrence. Notwithstanding the foregoing, purchase of the Loss Protection Plan shall not limit the Client's financial responsibility for damage to or loss of the System caused by a wilful act or omission on the part of the Client or other permitted users of the Vehicle. The Client must present a copy of the police report, along with any other

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evidence of loss, and pay the \$500.00 liability limit **within 72 hours of loss**. If the Client declines the Loss Protection Plan the Client is responsible for any loss or damage to the System to a maximum of \$2,186.00 (Inc GST) in the event of a complete loss.

17. Complaints

Complaints will be handled in accordance with the established Guardian Complaints Handling Policy.

18. Legal Construction

These terms and conditions are to be governed and interpreted according to the laws of New South Wales and the Provider and the Client consent and submit to the jurisdiction of the Courts of New South Wales which is where the head office of the Provider is located.

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15. WA ALCOHOL INTERLOCK SCHEME – FEE SCHEDULE A

Inspection	Free
Installation (2 hour install, including training)	\$225.00
Non-Standard Installation (heavy vehicles & motorcycles)	POA
DTS Sensor – purchase (diesels, etc)	\$120.00
Temporary Removal / Removal Fee	\$40.00
Reinstall	\$225.00
Device Removal Fee	\$110.00
Early termination	\$225.00
Category Change (from Unmonitored to Monitored)	\$60.00
Monitoring Fees – per 30 days (includes Service & Calibration Fee)	
Full Fee (Monitored & Unmonitored Drivers)	\$180.00 - \$190**
Concessional* Rate Fee	\$130.00 - \$140
Missed appointment	\$55.00
Loss Protection Plan (Optional)	
Monthly – per 30 day monitor <i>(Limits liability to \$500.00 (provided terms & conditions are met))</i>	\$10.00
Unscheduled Service	
Equipment malfunction/issues under normal use	Free
Early Service	\$66.00
Violation reset	\$66.00
Lockout Code Assistance Fee	\$66.00
Administration Fee	\$60.00
Special violation reports (hourly)	\$100.00
All other reasons (per hour)	\$100.00
Damage to Equipment	
Equipment Repair Minimum charge	\$100.00
Replacement of Handset	\$1230.00
Replacement of Interface Module	\$700.00
Replacement of Coiled Cable / Cable Assembly	\$205.00
Alarm Horn & Flasher Relay	\$51.00
Total Loss	\$2186.00

* Concession may be applied provided the criteria is met. Refer to the Guide for Participants issued by WA DoT.

** For unmonitored drivers the fee includes a service fee of \$66 payable at each service. The Lease Fee of \$124 is a monthly fee.