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# GUARDIAN 2030 INTERLOCK USER MANUAL



## NOTICES

 **Servicing is your responsibility.** A “SvcLckxxhr” message indicates the number of hours until your interlock will go into LOCKOUT. Ensure that you arrange for service to be completed prior to this time.

## ROAD SAFETY

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

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**Notes:**

1. Read all instructions completely before operating the interlock.
2. Do not use the interlock device as a breath testing device. The data recorded may extend your required program period.
3. Try to avoid others using the interlock as you will be held accountable for all events on the log.
4. If you are uncertain of any aspect of the operation of the interlock please contact Guardian.
5. It is important to maintain the health of your car battery – the interlock requires a fully charged battery to operate successfully.

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## Caution

Blood Alcohol Content (BAC) can rise for up to two hours after your last drink. Users of the **GUARDIAN 2030** interlock are advised that care should be taken 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.

## 1. Servicing Your Interlock

The interlock will display appointment date and a countdown to service lockout and any violation recall. Your appointment date can be checked by pressing #1 on the head unit. Ensure that you check the messages on the screen and arrange for service to be completed prior to the countdown expiry.

Arranging the servicing of your interlock is your responsibility. Service Centres are required to record participant attendance (in person). Data for participant attendance is reported to the Road Traffic Authority (RTA) in your state. Regular non-attendance for scheduled servicing may result in program sanctions.

### 1.1 Service Centres

The list of Service Centres is on our website (provided below) or can be accessed on our Guardian App using the “find a shop” function. Alternatively, you can call Guardian on (02) 8853 6200 to find your closest Service Centre: [www.guardianinterlock.com.au](http://www.guardianinterlock.com.au)

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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 may preclude or delay your service. Due to this, you should not leave servicing until the last minute as you may find yourself in a Service Lockout.

## 1.2 Managing Your Costs

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.

## 1.3 Other Users

Ensure that other users of your vehicle have sufficient understanding of using the interlock device. The training video can be found online:

<http://www.guardianinterlock.com.au/interlock-programs>

## 2. Concession

There is a concession available for eligible low income earners, the concession rules and eligibility vary in each state. Please contact Guardian about eligibility conditions that apply to you and how to apply for a concession.

## 3. Operating the GUARDIAN 2030

### 3.1 General

The **GUARDIAN 2030** alcohol interlock device controls the normal operation of a vehicle through connection with the power, starting and control systems. To start the vehicle engine, the driver must provide an accepted breath test with a BAC below the pre-set limit. During operation of the vehicle, the driver will be requested to provide additional breath tests to maintain compliance with program requirements.

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The **GUARDIAN 2030** is designed to prevent a driver operating the vehicle if there is alcohol present, and a BAC of 0.02% BAC or above is recorded. The **GUARDIAN 2030** will never cause the vehicle engine to stop.

The **GUARDIAN 2030** displays information to the operator by an LCD screen, tones and LED on the head unit below the mouthpiece.

Always use a clean mouthpiece for good hygiene and to trap any foreign matter or excess moisture from the breath sample. You should be given two new mouthpieces at every service.

Do not attempt to tamper with or to circumvent the device. This is considered a Program Violation and will be reported to the authorities.

Mouthpieces can only be inserted one way. Ensure the notch on the stem of the mouthpiece lines up with the groove on the head unit.

### 3.2 Camera

In some states the legislation requires that a camera is fitted to capture a number of pictures during each trip. These pictures provide a record of the driver of the vehicle.



The camera will take a photo of the driver on each attempted breath sample.

If the interlocks camera is moved, obstructed or lens covered, and the image of the driver is not clear – accountability of all events recorded will default to the interlock participant.



It is important that other users of the vehicle are aware that their image will be taken when they use the vehicle. Do not remove privacy stickers advising occupants of the camera contained in the vehicle. These are a program requirement. Should you or other users have any questions regarding the camera, you can contact Guardian on 1300 881 005 (during normal business hours).

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### 3.3 Care of the GUARDIAN 2030

The **GUARDIAN 2030** equipment is designed to operate in extremes of temperature, and in the typical environment in a motor vehicle. It has been designed to withstand dust and vibration. The equipment is leased to you under the Terms and Conditions supplied later in this handbook, and for which you have signed during installation.

Like any electronic equipment, it will not stand abuse, and will cause early recalls if damaged. The cost of repairing damaged equipment will be recovered from participants.

The equipment can be cleaned with a damp cloth, and you should keep your mouthpieces free from condensation or any obstructions.

### 3.4 Disconnecting the Head Unit

The head unit can be disconnected from the curly cord by depressing the white plastic plug release. The head unit can then be stored securely in a glovebox or in your home to discourage thieves breaking into your vehicle.



**WARNINGS:** Do not pull on the head unit cord. The head unit should never be removed while the motor is running.

## 4. Taking a Test

|  |   |
|--|---|
| <p>Switch the ignition to “ON” to wake up the device which will display “INITIALIZING” and the LED will be green then red.</p>                     | <div style="border: 1px solid black; padding: 20px; text-align: center; width: 100%;"> <p>INITIALIZING</p> </div> |
| <p>The device will then prompt you when ready to accept a breath sample by displaying “BLOW” and the LED light will change to solid red/green.</p> | <div style="border: 1px solid black; padding: 20px; text-align: center; width: 100%;"> <p>BLOW</p> </div>         |

|  |   |
|--|---|
| <p>Blow into the device using the Blow and Hum technique, a long tone will sound (approx. 5 seconds), this tone will stop once the required sample has been delivered. The device will display “TEST” whilst the sample is analysed.</p>   | <div style="border: 1px solid black; padding: 20px; text-align: center;">TEST</div>   |
| <p>If you have successfully delivered a breath test and there is no detectable alcohol in the breath sample, “PASS .xxxx” will appear with your BAC result.</p>  | <div style="border: 1px solid black; padding: 20px; text-align: center;">PASS .xxxx</div>   |
| <p>If alcohol is detected <math>\geq 0.020</math> BAC “VIOL .xxxx” or “FAIL .xxxx” will be displayed with your BAC result and you will not be able to start the vehicle. The device will then ask for a retest after a short lockout (usually 5 min) until readings are back to zero.</p> <p>The interlock will may display “WARN .xxxx” with your BAC result if alcohol or mouth contaminants are detected <math>\leq 0.020</math> BAC.</p> | <div style="border: 1px solid black; padding: 20px; text-align: center;"> VIOL .xxxx<br/><br/> Or<br/><br/> FAIL .xxxx<br/><br/> Or<br/><br/> WARN .xxxx </div> |
| <p>Following a successful test “START mm:ss” will appear on the screen together with a count down.</p> <p>You have 3 minutes to start the engine before the device asks you to retake the test.</p> <p>The vehicle will now start.</p>   | <div style="border: 1px solid black; padding: 20px; text-align: center;">START .xxxx</div>  |



## 5. Trouble Shooting Your Testing Technique

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

- a) Pressure – a blow of sufficient pressure is indicated by a high pitched 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 head unit 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” normally means “don’t let your breath drop off midway through the test”. “Abort Tamper” normally means the back vents are covered or the mouthpiece is in incorrectly.

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

## 6. Stall Protect Feature

If the motor is turned OFF for a short time, you can restart it within three (3) minutes without taking another breath test. This is a safety feature called “Stall Protect” displayed as “RESTART mm:ss” which allows you to quickly restart the motor if it stalls.

## 7. Retesting

The system will require retests on a random time basis as long as the vehicle remains in operation. The first retest will occur up to 15 minutes from starting the vehicle. Subsequent retests will be 15 to 60 minutes after a pass test result. The device will sound an alert and the display will read “BLOW mm:ss” the right LED will be green and flashing and a countdown clock will be displayed. Retest periods vary depending on the state program.

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You have time to pull over safely and provide a breath sample. The technique involved in taking a retest is the same as a test prior to starting the vehicle.



**NOTE:** *Retests will be required at random times whenever the motor is running. If a retest request does occur, the driver must properly complete a test, otherwise a recorded program violation may occur.*

## 7.1 Failed Retest

If a BAC result occurs during a retest an alarm will sound and a “Wait” message will display with a countdown. At this point turn off the car. When you attempt to restart your vehicle the interlock will prompt for an initial test. If a BAC result occurs your interlock will go into a lockout.



**NOTE:** *Do not attempt another breath test until you are sure your alcohol level is below the fail limit. A second or subsequent failed test may result in a longer lockout period (approximately 30 minutes).*

A “Violation Lockout” countdown may be triggered when a failed retest is recorded during a monitor period. The recall will provide a 7 day countdown timer for the vehicle to be returned to the Service Centre. The head unit will display the countdown in days and then hours that the vehicle can be driven before entering Violation Lockout.

A Lockout is a recorded program violation and will mean that the vehicle will need to have an Unlock code issued by Guardian Head Office (fees apply) or be towed to the Service Centre at the participant’s expense. Codes are only available during business hours.

## 7.2 Retest Not Taken

If a retest is not taken and passed within 5-10 minutes after a retest is requested, the interlock will enter a “Missed Test” condition. The alarm horn will sound, and hazard lights will flash and the interlock will display a “Missed Test” message. To stop the alarm, you may either provide a breath test, or turn the ignition off until the alarm stops.



**NOTE:** *If your vehicle is camera equipped the camera will take a photo of the driver when a Missed Test is recorded.*

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A “Missed Test” is considered a Program Violation and may trigger a Violation Lockout. The Lockout will provide a 7 day service reminder for the vehicle to be returned to the Service Centre.

## 8. Servicing and Recalls

### 8.1 Scheduled Appointments

7 days before the Appointment date, before and after every test, the display will indicate “APPT MM/DD” and the date that the vehicle is required for routine service. This will appear every time the interlock device is powered up before a test as well as for 5 minutes after the motor is shut off. You can also check this date prior to this reminder using the shortcut in 8.3.

You should contact the Service Centre and confirm your appointment. A missed appointment fee may be applied if you return for your service after the appointment date.

If the vehicle is not serviced on the Appointment date, the display will indicate “SvcLckxxday” indicating the time period before the interlock will enter Lockout. This new date will be **7** days after the original due date for service. If the service is not completed before the countdown expires, the **GUARDIAN 2030** will enter a Lockout. This is a recorded program violation and will mean that the vehicle will need to have an Unlock code issued by Guardian Head Office (fees apply) or be towed to the Service Centre at the participant’s expense. Codes are only available during business hours.

Failure to return to the Service Centre for inspection of the interlock device and downloading of data as required is a Program Violation. All Data is reported to the RTA and they may apply the appropriate program sanctions.

### 8.2 Violation Lockout

If a Program Violation occurs a Violation Lockout message will be displayed. The screen will show the number of days to return before the device will go into lockout as this period shortens the screen will display the number hours before the device will go into lockout.

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A Violation Lockout means that the interlock will need to be reset by the Service Centre at the Participant’s additional expense before the date displayed. You only have the **7** days to return to your Service Centre. After this period, the interlock will enter a Lockout. The data is transferred to RTA for review and they may apply the appropriate program sanctions.

Once in Lockout, the vehicle will need to have an Unlock code issued by Guardian Head Office (fees apply) or be towed to the Service Centre at the participant’s expense. Codes are only available during business hours.

### 8.3 Short Cuts

The **GUARDIAN 2030** head unit has a number of short cut features that allow you to check your status or enter codes by pressing the hash key (#) and corresponding number:

- #1 Appointment time and date
- #2 Display ignition and battery voltage
- #5 Creates call code for a lockout code
- #9 Head and relay serial numbers
- #0 To enter unlock code

## 9. Non-Compliance with Program 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 a VIOLATION LOCKOUT, which may lead to a LOCKOUT if ignored. Violation Lockouts will incur additional expenses to the user. In addition, Service Centres and Guardian are required by law to provide a report to the RTA with details of any tampering or circumvention detected.

The RTA expects participants to return their vehicle on, or before, the 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 SERVICE LOCKOUT because participants have gone past their service date, a Missed Appointment

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fee may be applicable. Expense for assistance from Guardian, Service Centre or towing the vehicle to a Service Centre is at the participant's expense.

## 10. Program Violations

All Service Providers are required to report Program Violations to the RTA authorities who are responsible for administering the interlock program. Participants are reminded that a Program Violation may result in revocation of driving privileges and other program sanctions. Program Violations include:

### a. 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, the following are examples of Tampering:

- Cutting and/or disconnecting any of the wires connecting the ignition interlock device to the vehicle.
- Removal of the tamper seals from the interlock, interlock's wiring, or alarm horn.
- Covering and/or disabling the alarm horn or G4 camera if applicable.
- Unauthorised disconnecting of the vehicle battery from the interlock device for more than 20 minutes.
- Hot wiring or push-starting the vehicle; and/or
- Damage to or loss of the interlock, interlock wiring, alarm horn or G4 camera if applicable.

### b. Other Violations

- Failure to return to the Service Centre for inspection of the interlock device and downloading of data as required;
- Disconnecting the vehicle battery for more than 20 minutes;
- Recording a Fail BAC result on a retest request;
- Failure to comply with retest requirements within required minutes of the request, thereby triggering a violation recall.

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**NOTE:** Should any Tampering occur as a result of work done by a certified auto repair facility the program participant should provide a receipted invoice or work order to the Service Centre indicating business name, vehicle, work carried out, time in and time out. Times of the violation must match the time of service on the invoice or work order. If a program participant is working on his/her own Vehicle, Guardian must be notified in advance.

## Flat Battery

If the battery in your vehicle has gone flat and the vehicle needs to be jump-started or clutch-started you will need to contact Guardian prior to doing so otherwise it may be recorded a tamper violation. If this occurs outside business hours a call to Guardian will be redirected to our Afterhours Help Line.



*If your vehicle is camera equipped the camera will take a photo of the driver when a Start Violation is recorded.*



All program violations will trigger a violation lockout. You have 7 days to return to the service centre for the interlock to be reset by the Service Centre at the program participant's additional expense, before the date displayed, otherwise the **GUARDIAN 2030** will enter a Lockout. A Lockout is a recorded program violation and will mean that the vehicle will have to be towed to the Service Centre at the participant's expense. Alternatively contact Guardian for additional assistance, additional fees will apply.

## 11.Power Aspects

### 11.1 Disconnecting the Vehicle Battery

Disconnecting the vehicle's battery for more than 20 minutes will trigger an early service. You have 7 days to return to the service centre for the interlock to be reset by the Service Centre at the program participant's additional expense, before the number of days/hours displayed are

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expended, otherwise the **GUARDIAN 2030** will enter a Violation Lockout. A Violation Lockout, depending on the circumstances, may be considered a program violation and will mean that the vehicle will have to be towed to the Service Centre at the participant's expense. Alternatively contact Guardian for additional assistance, additional fees will apply.



*Retain receipts supporting the reason that disconnection of the battery was necessary. Note that a battery can lose power when the vehicle is not used for prolonged periods of time and this may cause an unintentional Violation Lockout so the health of your battery should be maintained to avoid this.*

## 12. 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.



### Removal of Interlock

If you wish to have the interlock removed for any reason prior to your eligibility date, please contact your Road Traffic Authority (RTA) and confirm licence requirements and implications for removal of the device. Service Centres and Guardian can advise you on options for removal and the costs involved. **Remember that driving a vehicle without an interlock fitted is against the conditions of your licence.**

Once the RTA has informed you that you have completed your interlock period, take your car to your Guardian Service Centre, where they will check your approval letter (if applicable) and remove the interlock from your car. Any outstanding fees will have to be paid before the interlock can be removed.

You are responsible for ensuring that you are eligible to have the interlock removed. If in doubt, contact the RTA to confirm your end date.

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### 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 Program. Access to a program requires individuals to provide the normal personal information required for commercial transaction. We collect, hold and use, information related to your commercial and consumer credit worthiness from credit reporting bodies (CRB), for all purposes permitted by law. We also disclose information to them. This activity is conducted for the purpose of assessing your credit capacity, eligibility or history in connection with an application or an obligation as a guarantor, collecting payments from you, and managing our credit relationship. We also hold and collect information about the way you 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 program 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 can provide copies of any such events, and you can have the opportunity to comment on the event for inclusion on your report. Please contact Guardian directly for an occurrence form to complete. 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 program.

Information will be collected in files held at the Guardian Sydney office, and electronically on Guardian computers (including central storage in Australia), as well as the RTA 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

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program management. Please contact Guardian if you have any concern about privacy.

## 14. General Assistance

Please contact Guardian with any questions or for general assistance. You can contact Guardian on a 24 hour basis for Emergency assistance, however general assistance is only available during normal working hours, between 8.30am and 5.30pm 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.

### 14.1 24 Hour Technical Support Line

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 calls. An interlock in lockout due to missed service is not considered an emergency.***

In the case of other general enquiries, please contact Guardian during working hours, between 8.30am and 5.30pm Monday to Friday.

## 15.Complaints

We provide a high level of service, consistent with the program rules. If we aren't meeting your expectations, please contact Guardian on:

- 1300 881 005.
- [admin@guardianinterlock.com.au](mailto:admin@guardianinterlock.com.au)
- Contact Us on our webpage [www.guardianinterlock.com.au](http://www.guardianinterlock.com.au)
- Send us the form from the back of your Manual

Whichever method you choose will be acted on by Guardian in a prompt and even-handed manner. The whole process can be made easier if all details are provided, and are accurate.

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We will resolve it:

- Early
- Using accurate communication
- Using stages and flexible intervention processes
- Within agreed time limits for each stage
- Simply
- Economically
- Fairly

Our aim is to fix problems as soon as possible, with the least amount of fuss.

### **Assistance**

Don't hesitate to ask us for assistance with anything you feel has not been fully addressed. It might expose an area we did not realise was an issue!

### **What happens with your complaint?**

Guardian will keep a log of any complaints received, together with details of their resolution.

### **What If We Can't Resolve It Between Us ?**

An unresolved complaint can become a dispute, and this would need an independent arbiter. The process would be guided by the Australian Standard on Complaints and Disputes, and agreed between both parties at each stage.

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| Responsibility: Customer Support  | Initial Release: 9 April 2019                | Current Release: 8 April 2022 |
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## 16. Messages Display

| MESSAGE DISPLAYED      | DESCRIPTION   | ACTION   |
|------------------------|---|--|
| ABORT PIC              | Test error – Picture failure.   | Ensure camera is not covered. If problem persists please contact Guardian.   |
| ABORT PUMP             | Test error – Sample pump failure. Pump failed to pull sample and may have a fault. Please contact head office                             | Check mouthpiece is inserted correctly. Attempt another test. If problem persists please contact Guardian.                                   |
| ABORT TAMPER           | Blockage in the breath pathway detected. This may be caused by your hands covering the back vent or mouthpiece being inserted upside down | Adjust where the head unit is being held and ensure the vents are not covered. Check mouthpiece is inserted correctly. Attempt another test. |
| ANALYZING              | The unit is analysing the breath sample Breath sample is being analysed   | Please wait for test result to display.  |
| APPT ## / ##           | Appointment date. This will appear on the head unit 7 days prior to the date.   | Arrive at the Service Centre at the scheduled date and time.   |
| APPT hh:mm<br>mm/dd/yy | Appointment time and date. To see this press #1 on the keypad.  | Arrive at the Service Centre at the scheduled date and time.   |

|                            |   |   |
|----------------------------|---|---|
| BATV:xx:xxV<br>IGNV:xx:xxV | Supply (Vehicle Battery) Voltage and Ignition Switch Voltage. To see this press #2 on the keypad.     | Enables you to check your battery voltage if you have power issues.   |
| BLOW                       | The unit is ready to accept a breath test head unit is ready to accept initial breath test            | Breath test may be attempted.   |
| BLOW mm:ss                 | Unit requires a retest within the stated amount of time.  | Safely pullover within this time and take the retest as required.   |
| BLOW LONGER                | Blowing pressure below minimum threshold at some point during the 5 second breath sample period.      | Blow for the entire duration of the test. Try not to let your breath drop off during test.                              |
| BLOW SOFTER                | Blowing pressure above maximum threshold at some point during the 5 second breath sample time period. | Blow softer during test.  |
| CALL CODE #####            | Call Code generated by selecting #5 to arrange issue of Unlock Code.                                  | Contact Guardian head office to receive Unlock code to be entered into device to return Locked vehicle for service.     |
| DONT INHALE                | Negative pressure was detected during the 5 second breath sample period.                              | Blow for the entire duration of the test. Try not to inhale near the mouthpiece before commencing your breath test.     |
| ENTER CODE: #<br>WHEN DONE | For use of an Unlock code on a locked vehicle.  | Contact Guardian head office to purchase an Unlock code to be entered into device to return Locked vehicle for service. |

|               |   |   |
|---------------|---|---|
| Err: BATTV    | Indicates a battery voltage error.                              | There may be an issue with the battery. Please contact Guardian.  |
| Err: IGNv     | Indicates an ignition voltage error.                            | There may be an issue with the ignition. Please contact Guardian.   |
| *BACK, #END   | Instructions use when entering Unlock code on a locked vehicle. | When entering provided Unlock code * will enable you to delete/backspace, # should be entered at end of code to activate.   |
| ENTER TIMEOUT | Code entry time expired   | Press #0 again to restart code entry process.   |
| FAIL .####    | After a breath test is taken and the result is >.020            | You are not able to start the vehicle. Depending on the result the interlock will display a countdown until you can try to test again. You are not able to start the vehicle. |
| FLASH         | Device error – Memory   | There may be an issue with the memory. Please contact Guardian.   |
| FUEL CELL     | Device error – Fuel Cell  | There may be an issue with the fuel cell. Please contact Guardian.  |
| HEATER        | Device error - Heater   | There may be an issue with the heater. Please contact Guardian.   |
| HEATING       | Head unit is preparing to test device is warming up.            | Please wait to complete a breath test.  |

|                   |   |   |
|-------------------|---|---|
| HUM STRONGER      | Hum tone not detected at some point during the breath sample time period.   | Hum while blowing during the entire test.   |
| IDLE ##.##        | An additional commercial feature that displays a countdown of the Idle until a test will be requested.  | Complete a breath test as required.   |
| INITIALIZING      | Head unit power is On. The unit is initialising   | Please wait to complete a breath test.  |
| INVALID CODE      | Code entered was invalid.   | Try entering provided code again in case of entry error. Contact Guardian if message continues.   |
| LOCK h:mm:ss      | A completed breath test resulting in a Fail BAC reading will be indicated by the Fail LED light accompanied by a distinctive tone. Lockout message will then be displayed, indicating that the device will not accept another breath test for the period of time shown. | Wait until the end of the Lockout period. Do not attempt another test if alcohol has been consumed. Unit is in temporary violation lock |
| LOCKOUT SRVC      | Service grace period has expired and the unit is now in lockout.  | Please call Guardian for assistance.  |
| LOCKOUT VIOLATION | Violation grace period has expired and the unit is now in lockout.  | Please call Guardian for assistance.  |
| LogFullxxhr       | The data logger is full and the period of grace to return to the service centre is displayed (hours).   | Please contact your service centre to make an appointment to return for a service before the unit enters lockout.                       |

|               |   |  |
|---------------|---|--|
| LogFullxxday  | The data logger is full and the period of grace to return to the service centre is displayed (days).  | Please contact your service centre to make an appointment to return for a service before the unit enters lockout.    |
| MISSED TEST   | Rolling test sample was not provided within allowed time, An alarm will continue to sound until a test is taken or the motor is switched off. This may cause a violation of your program. | Complete a breath test as required.  |
| MOUTH CLOSER  | Invalid breath sample.  | Ensure your mouthpiece is inserted correctly and attempt another test.   |
| PASS .####    | Test is successful Breath test is successful and result is displayed.   | Operate vehicle normally. Take the retest breath tests as required.  |
| PLEASE RETRY  | Fuel cell did remain stable before sample taken Invalid breath sample, test error.  | Please attempt another test.   |
| PLEASE WAIT   | Interlock is preparing for test.  | Please wait to complete a breath test.   |
| PRESS SENS    | Device error – Pressure Sensor.   | There may be an issue with the pressure sensor. Please contact Guardian.   |
| RECALL:a ##H  | Device fault or tamper has occurred and the grace period is counting down.  | Call the Service Centre to arrange for an appointment before the countdown expires and the interlock enters Lockout. |
| RESTART mm:ss | Stall protect countdown timer after engine has been switched off. Engine can be started within the specified time   | Engine can be started within the specified time.   |

|               |   |   |
|---------------|---|---|
| START mm:ss   | After an initial PASS breath sample is received the device will show the countdown to start the vehicle.  | Start vehicle before the device countdown expires. Operate vehicle normally. Take the retest breath tests as required.  |
| START VIOL    | If a breath test is not taken but the vehicle is started (hotwired or jump started) the display will indicate START VIOLATION. The display will then indicate BLOW, requiring a breath sample. This may be recorded as a Program Violation may initiate a Violation Recall. | Take the breath test as requested and contact the Service Centre to arrange an appointment before the recall date displayed. You will need to notify the installer of the reason for the Start Violation at the next service. |
| SvcLock ##day | If the interlock is not serviced by the SvcLock date, the device will display a Service Lock message. If not serviced prior to the end of the grace period it will enter a Lockout condition.   | Call the Service Centre to arrange for an appointment before the countdown expires and the interlock enters Lockout.  |
| SvcLockxxhr   | If the interlock is not serviced by the SvcLock date, the device will display a Service Lock messages. If not serviced prior to the end of the grace period it will enter a Lockout condition.  | Call the Service Centre to arrange for an appointment before the countdown expires and the interlock enters Lockout.  |
| TEMP LOCK     | A completed breath test resulting in a Fail BAC reading will be indicated by the Fail LED light accompanied by a distinctive tone. Lockout message will then be displayed, indicating that the device will not accept another breath test for the period of time shown.     | Wait until the end of the Lockout period countdown.<br>Do not attempt another test if alcohol has been consumed.  |



|              |   |  |
|--------------|---|--|
| TEST         | Unit is analysing the breath sample.  | Please wait for test result Unit is testing the breath sample.   |
| UNLOCK xxhr  | A lockout code has been activated and will expire in xx hours.  | Call the Service Centre and arrange to return for service before the time expires otherwise the unit will return to a Lockout.                           |
| VIOL .xxx    | Test Violation with BAC result.   | Contact your Service Centre and arrange to have your unit reset prior to the date displayed. Not returning will result in the unit entering a Lockout.   |
| VioLock xxhr | A violation of the program has been triggered. A reminder of the hours remaining until lockout due to violations.           | Contact your Service Centre and arrange to have your unit reset prior to the countdown expiry. Not returning will result in the unit entering a Lockout. |
| VioLock xxD  | A violation of the program has been triggered. A reminder of the days remaining until lockout due to violations.            | Contact your Service Centre and arrange to have your unit reset prior to the countdown expiry. Not returning will result in the unit entering a Lockout. |
| WAIT mm:ss   | The unit is preparing for a breath test interlock is preparing for test with time remaining displayed.                      | Please wait to complete a breath test.   |
| WARN .####   | After a breath test is taken and result is displayed between >.001 and <.019 a warn message is displayed along with result. | Operate vehicle normally. Take the retest breath tests as required. You can start the vehicle.   |

## **17. TERMS AND CONDITIONS**

### **1. Acknowledgements**

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

The Client acknowledges in this regard that the Provider will provide the RTA 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 RTA 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 Program conditions.

The Client acknowledges that the Program may require a camera to be installed in the Vehicle, and that it will record a photo of the driver on every completed breath test that is registered within the System. The Client further acknowledges that any attempt to tamper with or any damage to the G4 camera unit will result in a program violation and any repair or replacement costs.

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, 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 may allow for remote servicing for participants living in rural and remote areas where service availability is limited. The Provider may offer servicing via exchange of head unit and/or wireless data download, where available and approved by RTA. 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 Lockout condition.

Participation in the Program by the Provider is subject to conditions prescribed by the RTA.

Use of the System, and participation in the Program 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 credit worthiness 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:

- (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 (in writing) 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 (in writing) 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 in writing. 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](http://www.oaic.gov.au).

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

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

### **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 program participation and data logged by the interlock (for example breaches of the Program)

### **Government Agencies**

The Provider will provide the relevant Road Traffic Authority (RTA) with Data and the RTA may use the Data provided by the Provider for the purposes of performance monitoring and Program evaluation, and for enforcing compliance with the Program and road transport legislation.

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

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

### **Offshore Data Storage**

The Provider may store Data in offshore hosted databases for purposes of providing the Program. The Data is currently stored in Sydney, Australia.

### **Obtaining Data from RTA**

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

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

### **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.

### **3. 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.

### **4. Payments**

The Client agrees to pay to the Provider all fees and charges in accordance with the Fee Schedule in the Compliance Guide for your state as may from time to time be applicable.

In addition to the fees and charges set out in the Fee Schedule, 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 debit card, major credit card or electronic / on-line banking. 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, 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.

#### **4.1 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.

## **4.2 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.

## **4.3 Concessions**

Eligible Concession card holders will be entitled to a discount in accordance with RTA requirements. Concession is only eligible for discounts on one vehicle / device for core services on provision of a valid card. Clients should check with the RTA or Guardian for the list of concession cards and their conditions that are accepted.

All applications for discounts under the program must be supported by the submission of a valid and current concession card and a Centrelink eServices Confirmation form authorising Guardian's access to Centrelink records. If the Authorisation is not provided, the concession will only be granted after presentation of a valid card and Income statement from Centrelink two days prior to every transaction. 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 program early are required to pay the applicable device removal fee at the concession rate and any other exit fees that will apply under the contract.

## **5. Monitoring Checks (Scheduled Service)**

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 as per the scheme requirements. In some schemes the Client may arrange for longer monitoring checks after demonstration of compliance to the program requirements, or where the Client is considered to reside in a remote or rural location. 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.

## **6. 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 Program as follows:



## **7. 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 RTA 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 \$1,300.00. 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 (applicable in the state) 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.

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 Program, Federal or State laws while in an alcohol impaired condition.

**THE CLIENT SHALL NOT ATTEMPT TO START OR OPERATE THE VEHICLE AFTER CONSUMING ALCOHOLIC BEVERAGES.**

## **8. 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.

**a. 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.

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.

## **9. 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 Program, 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 Program, other than loss, injury or damage caused by the negligence, breach of contract or unlawful action of the Provider or Service Centre.

## **10. 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 (at the participants expense).

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 immediately due and payable. Any termination of this Agreement, whether initiated by the Client or the Provider will be reported to the RTA. Where the Provider removes the unit because of participant behaviour, damage to the System, or non-compliance with program 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.

## **11. 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 RTA be responsible for any action or omission of the Provider hereunder. Without limitation, the RTA 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.

## **12. 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 evidence of loss, and pay the liability limit up to a maximum of \$500.00 **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 \$1,300.00 (Inc GST) in the event of a complete loss.

## **13. Complaints**

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

**14. 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.

**Your Details**

**Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Phone No:** \_\_\_\_\_ **Drivers Licence No:** \_\_\_\_\_

(additional program information if applicable)

**Vehicle:** \_\_\_\_\_

**Rego No:** \_\_\_\_\_

**Customer No:** \_\_\_\_\_

**Please tell us your views**

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**Thank you for choosing Guardian Interlock as your interlock supplier!**

For information on service centres, please visit our website or contact Guardian on: (02) 8853 6200.

**[www.guardianinterlock.com.au](http://www.guardianinterlock.com.au)**

Have you downloaded our App?



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