

MOBILE EV CHARGING - PAY-PER-USE TERMS AND CONDITIONS

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Mobile EV Charging Pty Ltd (ABN 44 675 929 692) (**we, us or our**) provides pay-per-use emergency and scheduled mobile electric vehicle charging services that customers book directly through our Website or by telephone. These Terms and Conditions apply each time you book or receive a Service. By booking a Service, you agree to these Terms and Conditions. Please read them carefully. If you are booking for a business, you confirm that you have authority to bind that business, and these Terms and Conditions bind that business.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Terms and Conditions:

Australian Consumer Law means the Australian Consumer Law under the *Competition and Consumer Act 2010* (Cth), as applied as a law of each State or Territory.

Booking means a request by you for a Service that we accept.

CBD means the central business district of the relevant capital city.

Consequential Loss means loss of profit, loss of revenue, loss of anticipated savings, loss of business, loss of opportunity, loss of use, loss of data, loss of goodwill, and any indirect or consequential loss, however arising.

Consumer has the meaning given in section 3 of the Australian Consumer Law.

Emergency Charging means a mobile charge provided to a vehicle with a vehicle indicated SOC (State of Charge) or the vehicle cannot be driven, in a location where there is no suitable or functioning charging equipment accessible at the time the service is requested.

Fee means the total amount payable for a Service, calculated under clause 8 and the Fee Schedule, including any distance charge and any charge for an additional service.

Fee Schedule means the schedule of fees set out in Schedule 1.

GST means the goods and services tax as provided for by the GST Law.

GST Law means the *A New Tax System (Goods and Services Tax) Act 1999* as amended or replaced from time to time and any associated legislation including without limitation delegated legislation.

Personal Information means information about an identified individual, or an individual who is reasonably identifiable, that is protected under the Privacy Act.

Privacy Policy means the privacy policy posted by us on our Website.

Privacy Act means the *Privacy Act 1988* (Cth).

Scheduled Charging means a charge performed at a pre-arranged time and location, or booked in advance, where the vehicle has sufficient range to reach a fixed charging station or is not fully depleted.

Service means the mobile electric vehicle charging service we provide to you on a pay-per-use basis, whether Emergency Charging or Scheduled Charging, and any additional service (such as a low-voltage jump start or tyre change) we agree to provide.

Spam Act means the *Spam Act 2003* (Cth).

Standard Fee means our standard call-out fee for the Service as listed on our Website from time to time.

State or Territory means a State, or a Territory, of Australia.

Terms and Conditions means these terms and conditions.

Vehicle means the electric vehicle to which the Service is provided.

Website means our website at <https://mobileevcharging.com.au>.

1.2 Interpretation

In these Terms and Conditions, unless the context requires otherwise:

- (a) a reference to **\$, AUD, A\$ or dollars** is to Australian currency and a reference to payment means in Australian currency unless expressly stated otherwise;
- (b) a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- (c) words (including defined expressions) importing any gender will be deemed to include all other genders;
- (d) words (including defined expressions) importing the singular will be deemed to include the plural and vice versa;
- (e) a reference to a party to these Terms and Conditions, or another document, includes the party's successors, executors, administrators and permitted substitutes or assigns (and, where applicable, the party's legal personal representatives)
- (f) if a party to these Terms and Conditions is made up of more than one (1) person, or a term is used in these Terms and Conditions to refer to more than one (1) party:
 - (i) a representation, warranty or indemnity, undertaking or other obligation binding that party or parties (as applicable), binds those persons jointly and severally; and
 - (ii) a right in favour of that party or parties (as applicable), is for the benefit of those persons jointly and severally;
- (g) a reference to a clause or the Fee Schedule is a reference to a clause or the Fee Schedule of these Terms and Conditions;
- (h) a reference to a person includes a natural person, corporation, partnership, trust, joint venture, body corporate, association (whether incorporated or not), unincorporated bodies, the Crown, a government authority, and any other entity;
- (i) the meaning of general words is not limited by specific examples introduced by 'including', 'includes' and 'for example' or any other similar expressions and a list of examples is not limited to those items or to items of a similar kind;
- (j) headings are for convenience only and do not affect interpretation; and
- (k) neither these Terms and Conditions nor any part of it is to be construed against a party on the basis that the party, or its lawyer(s), was responsible for the preparation of these Terms and Conditions or any part of it.

2. THE SERVICE

- (a) The Service is a mobile electric vehicle charging service that comes to your Vehicle at the location you give us, on a pay-per-use basis, outside any membership or third-party roadside arrangement.
- (b) We provide the Service for most makes and models of electric vehicle. We may tell you that we cannot service a particular make, model or vehicle type.

- (c) The Service is designed to deliver enough charge to allow the Vehicle to reach a fixed charging station or another safe location. It is not a full recharge unless we expressly agree, and the amount of charge delivered may be limited by the capacity of our equipment, the condition of the Vehicle, safety and the time available.
- (d) We provide the Service with due care and skill, using suitably trained personnel and appropriate equipment, and within a reasonable time having regard to the nature of the request and the conditions.
- (e) We may provide the Service ourselves or through our authorised personnel, including sub-contracted driver partners. We remain responsible to you for the Service under these Terms and Conditions.
- (f) Emergency Charging is prioritised over Scheduled Charging. We may re-sequence attendances to respond to genuine emergencies or safety incidents.
- (g) We do not diagnose, repair or guarantee to resolve the underlying cause of a flat or faulty battery, and the Service is not a substitute for servicing or repairing the Vehicle.

3. ELIGIBILITY AND YOUR INFORMATION

- (a) To book a Service, you must be at least 18 years of age, and you must have authority to request charging of the Vehicle, either as the owner or operator or with the owner's or operator's authority.
- (b) You must give us accurate, current and complete information when you book, when we attend, and when we later ask for it, and you must keep that information up to date.
- (c) You are responsible for the security of any account, booking reference or payment details you use, and for all Bookings made using them.
- (d) We may refuse a Booking, or suspend or stop a Service, where you do not meet these Terms and Conditions, where it is unsafe or unlawful to proceed, or where we reasonably suspect fraud, misuse or a payment problem.

4. BOOKINGS AND HOW THE SERVICE WORKS

- (a) You may book a Service through our Website or by telephone. A Booking is a request by you, and no Booking is made until we accept it. We may decline a Booking, or offer the Service on conditions, in our discretion.
- (b) When you book, you must give us:
 - (i) the location of the Vehicle;
 - (ii) the make, model, colour and registration of the Vehicle;
 - (iii) the nature of the problem and the state of charge (if known);
 - (iv) any known fault, damage, modification or hazard; and
 - (v) a contact name and telephone number.
- (c) We may contact you to confirm the Booking, to obtain further details, to arrange access, to verify your identity or authority, or to give you an estimated time of attendance.
- (d) An estimated time of attendance is an estimate only. It may change because of demand, distance, weather, traffic, safety or other conditions, and we will use best efforts to keep you informed.
- (e) You may change or cancel a Booking by contacting us before we attend noting that fees will be charged in accordance with clause 10. We may agree to reschedule a Booking, or we may need to reschedule it, in which case we will tell you as soon as we can.

- (f) You must be present, or make sure that a person authorised by you and aged at least 18 years is present, at the Vehicle when we attend, unless we agree otherwise. That person must be able to give us access to the Vehicle and to give us any instruction we reasonably need.
- (g) We may record telephone calls for training, quality, safety and record-keeping purposes, in accordance with our Privacy Policy.
- (h) Scheduled Charging must be booked at least 24 hours in advance, or any shorter period we agree, and you must give us safe access to the Vehicle at the agreed time and place.

5. SERVICE AREA, HOURS AND RESPONSE TIMES

- (a) We offer the Service across the areas we list on our Website from time to time, which may change.
- (b) We aim to provide the Service 24 hours a day, 7 days a week, subject to availability, demand and safety.
- (c) We do not guarantee any response or attendance time. We will use our best efforts to attend, and we typically attend within 90 to 180 minutes in metropolitan areas. In regional and rural areas we attend on a best-efforts basis, and attendance times may be significantly longer.
- (d) Response times are affected by matters outside our control, including distance, weather, traffic, road conditions, demand and the availability of personnel and equipment. A failure to attend within an estimated time is not a breach of these Terms and Conditions, subject to your rights under the Australian Consumer Law.

6. YOUR RESPONSIBILITIES AND WARRANTIES

When you book and while we provide the Service, you must, and you represent and warrant that you will:

- (a) give us safe, lawful and unobstructed access to the Vehicle;
- (b) make sure the Vehicle is in a location where it is safe and lawful for us to provide the Service, and tell us if it is not;
- (c) give us accurate and complete information about the Vehicle, its location and its condition, and tell us about any known fault, damage, modification or hazard affecting the Vehicle or its battery;
- (d) hold all necessary rights and authority to request charging of the Vehicle, or have the authority of the person who holds them;
- (e) be present, or make sure an authorised person aged at least 18 years is present, when we attend, unless we agree otherwise;
- (f) make sure the area around the Vehicle is, so far as you are able, safe for our personnel to work in, and tell us of any hazard in that area;
- (g) follow our reasonable directions, and the directions of our personnel, about safety and the conduct of the Service;
- (h) not interfere with our equipment or personnel, and not permit any other person to do so;
- (i) not be, and make sure no person you are responsible for is, threatening, abusive or under the influence of alcohol or drugs towards our personnel; and
- (j) pay the Fee and any other amount payable under these Terms and Conditions when it is due.

7. ACCESS AND SAFETY

- (a) The safety of our personnel and of the public is our first priority. We may decline to provide, delay, suspend or stop a Service if we reasonably consider that it is unsafe to proceed, that access to the Vehicle is unsafe or unlawful, that the Vehicle is unsafe or unsuitable to charge, that the site is unsafe, or that a person is threatening, abusive or affected by alcohol or drugs.
- (b) If we cannot safely access or charge the Vehicle at the location you gave us, we may ask you to move the Vehicle to a safe and lawful location, or we may reschedule or cancel the Service.
- (c) You are responsible for the condition and safety of the site and the area around the Vehicle. We are not responsible for loss or damage arising from the condition of the site or from a hazard we were not told about.
- (d) If we reasonably consider there is an immediate risk to safety, we may stop the Service and leave the site, and we will tell you why as soon as we can.

8. FEES, QUOTES AND GST

- (a) The Fee for a Service is the Standard Fee, adjusted for the distance of the Vehicle from the CBD of the relevant capital city and the time of day for which the service booked for (day, afternoon, night), as set out in the Fee Schedule in Schedule 1.
- (b) Low-voltage jump starts and tyre changes, and any other additional service we agree to provide, are charged at the additional rate listed on our Website or otherwise notified to you before we provide that additional service.
- (c) Before we provide the Service, we quote the Fee, or the basis on which it is calculated. A quote is valid for the time we state or, if we do not state a time, for 24 hours, and is based on the information you give us. If that information is inaccurate or incomplete, or the circumstances change, the Fee may change, and we will tell you before we provide the Service where we reasonably can.
- (d) Unless we say otherwise, the Fee is inclusive of GST. If GST is payable on a supply we make under these Terms and Conditions, and the Fee for that supply is expressed to be exclusive of GST, you must pay the GST at the same time as the Fee, on receipt of a tax invoice.

9. PAYMENT, SURCHARGES AND FAILED PAYMENTS

- (a) Payment of the Fee for Emergency Charging and Scheduled Charging booked by a customer who is not a member is required in advance, at the time of booking, by EFTPOS, by a secure payment link, or through our Website.
- (b) We may require a pre-authorisation or hold on your payment method for the estimated Fee before we attend, and we will process the actual Fee once the Service has been completed.
- (c) For business customers, we may agree in writing to provide the Service on 30-day credit terms, in which case you must pay each tax invoice within 30 days of its date.
- (d) We may pass on a reasonable surcharge for a particular payment method, not more than our reasonable cost of accepting a payment by that method, and we will tell you the surcharge before you pay (if permitted at law).
- (e) We will give you a receipt or tax invoice setting out each Service.
- (f) If a payment fails, is dishonoured, is reversed or is charged back, you must pay the outstanding amount promptly on demand. For a business customer on credit terms, we may charge interest on an overdue amount at the rate of 10% per year, calculated daily from the due date until payment, and you must pay our reasonable costs (including debt-recovery and legal costs) of recovering an overdue amount.

- (g) You must not withhold, set off, deduct from or charge back any amount for a Service we have provided, except to the extent you are entitled to do so under the Australian Consumer Law or another law that cannot be excluded.
- (h) If you consider an amount has been incorrectly charged, you must tell us within 30 days of the charge, giving reasons, and we will review it in good faith. This does not limit your rights under the Australian Consumer Law.

10. CANCELLATIONS, RESCHEDULING, NO-SHOWS AND REFUNDS

- (a) You may cancel or reschedule a Booking by contacting us. A cancellation or reschedule takes effect when we receive it.
- (b) If you cancel a Booking after we have accepted it and before we have been dispatched, no cancellation fee applies, and we will refund any Fee you have paid.
- (c) If you cancel a Booking after we have been dispatched, or if a no-show occurs, a cancellation fee of 50% of the Fee applies, and we may deduct it from any Fee you have paid and refund the balance.
- (d) A no-show occurs where we attend the booked location at or about the estimated time of attendance and:
 - (i) you or your authorised person is not present;
 - (ii) we cannot gain safe or lawful access to the Vehicle;
 - (iii) the Vehicle is not at the location you gave us; or
 - (iv) the Vehicle cannot be safely charged because of a matter you did not tell us about.
- (e) You may reschedule a Booking at no charge if you do so before we are dispatched. If you reschedule after we are dispatched, the cancellation fee in this clause 10 may apply to the original Booking.
- (f) We may cancel or reschedule a Booking if it is unsafe to proceed, if we cannot access the Vehicle, if you have not met these Terms and Conditions, or because of a matter beyond our reasonable control. If we cancel a Booking and you are not at fault, we will refund the Fee you paid for that Service, and no cancellation fee applies.
- (g) We process refunds to the payment method you used, within 10 business days, unless we agree another method with you.
- (h) Nothing in this clause 10 limits your rights under the Australian Consumer Law, including any right to a remedy for a failure to comply with a consumer guarantee.

11. WHAT THE SERVICE DOES NOT COVER

The Service does not include, and we are not responsible for providing, unless we expressly agree in writing:

- (a) mechanical, electrical or battery repairs, servicing, towing, recovery or the supply of parts;
- (b) charging a Vehicle that is unsafe to charge, damaged, modified in a way that affects charging, or that we reasonably consider we cannot charge safely;
- (c) any service to a vehicle that is not a road-registered electric vehicle;
- (d) diagnosis or repair of the cause of a flat, faulty or degraded battery;
- (e) any guarantee that charging will resolve the underlying issue with the Vehicle, or that the Vehicle will start, operate or hold charge after the Service; or
- (f) any service where to provide it would be unsafe or unlawful.

12. ASSUMPTION OF RISK AND EXCLUSIONS

- (a) You acknowledge that charging an electric vehicle involves inherent risks, including risks associated with high-voltage systems, batteries and electrical faults, and that a Vehicle may have a pre-existing fault or condition that affects charging or that is not apparent to us.
- (b) You acknowledge that we rely on the information you give us about the Vehicle and its condition, and that we may be unable to detect a fault, defect or hazard that you have not told us about.
- (c) To the extent the law allows, we are not responsible for any loss or damage to the extent it results from:
 - (i) a pre-existing fault, defect or condition of the Vehicle or its battery;
 - (ii) inaccurate or incomplete information you give us;
 - (iii) a matter you were required to disclose under clause 6 but did not; the condition of the site or the area around the Vehicle; or
 - (iv) your failure to meet these Terms and Conditions.
- (d) We do not warrant or guarantee that a particular Vehicle will accept or hold charge, that charging will resolve any issue, or that the Vehicle will be fit to drive after the Service.
- (e) Risk in any charge or other supply we provide passes to you on supply.
- (f) This clause 12 applies subject to clause 13 and to any right or remedy you have under the Australian Consumer Law that cannot be excluded.

13. CONSUMER GUARANTEES

- (a) Our services and any goods we supply come with guarantees that cannot be excluded under the Australian Consumer Law. If you are a Consumer, you are entitled to a replacement or refund for a major failure, and to compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the services remedied if they are not of acceptable quality and the failure does not amount to a major failure.
- (b) Nothing in these Terms and Conditions excludes, restricts or modifies any consumer guarantee, right or remedy that applies under the Australian Consumer Law or any other law and that cannot lawfully be excluded, restricted or modified.
- (c) The Australian Consumer Law applies to the supply of the Service as a law of each State or Territory of Australia, and these Terms and Conditions operate subject to it.
- (d) Where a Booking is made by telephone or online and the Australian Consumer Law treats it as an unsolicited consumer agreement, or otherwise gives you a right to a cooling-off period or to terminate, that right applies and prevails over these Terms and Conditions.
- (e) To the extent the law allows, and for a supply that is not of a kind ordinarily acquired for personal, domestic or household use, our liability for a failure to comply with a consumer guarantee (other than a guarantee under sections 51 to 53 of the Australian Consumer Law) is limited, at our option, to:
 - (i) supplying the Service again; or
 - (ii) paying the cost of having the Service supplied again.
- (f) To make a claim under a consumer guarantee, please contact us using the details on our Website, with details of the Service and the failure.

14. LIABILITY

- (a) This clause 14 applies subject to clause 13 and to any right or remedy you have under the Australian Consumer Law or another law that cannot be excluded, and nothing in these Terms and Conditions limits that right or remedy.
- (b) To the extent the law allows, we are not liable to you for any loss or damage that is not a reasonably foreseeable result of our breach or negligence, that arises from a matter beyond our reasonable control, or that arises from your breach of these Terms and Conditions or your act or omission.
- (c) To the extent the law allows, we are not liable to you for any Consequential Loss.
- (d) To the extent the law allows, and subject to the consumer guarantees, our total aggregate liability to you in connection with a Service, whether in contract, tort (including negligence), under statute or otherwise, is limited to the amount of the Fee you paid for that Service.
- (e) Our liability to you is reduced proportionately to the extent that your act or omission, or the act or omission of a person for whom you are responsible, caused or contributed to the loss or damage.
- (f) You must take reasonable steps to mitigate any loss or damage you suffer in connection with a Service.

15. INDEMNITY

- (a) To the extent the law allows, you indemnify us, and our personnel, against all loss, liability, cost and expense (including reasonable legal costs on a full indemnity basis, and any amount paid to a third party) that we or they suffer or incur arising out of, or in connection with:
 - (i) your breach of these Terms and Conditions;
 - (ii) your misuse of the Service, or your negligent, unlawful or unsafe act or omission;
 - (iii) any inaccurate or incomplete information you give us, or a matter you were required to disclose but did not;
 - (iv) any damage to property, or injury to or death of any person, caused or contributed to by the condition of the Vehicle or the site, or by your act or omission; and
 - (v) a claim by a third party arising from any of the above.
- (b) Your liability under this clause 15 is reduced proportionately to the extent we or our personnel caused or contributed to the loss, liability, cost or expense.
- (c) This indemnity is a continuing obligation, is independent of your other obligations, and survives the end of these Terms and Conditions. It is not necessary for us to incur expense or make payment before enforcing it.

16. INSURANCE

We maintain the insurances that a prudent provider of the Service would maintain, including public liability insurance. We will provide evidence of our insurance to a business customer on reasonable request.

17. DEFAULT

- (a) You are in default if:
 - (i) you do not pay an amount when it is due;
 - (ii) you breach these Terms and Conditions;

- (iii) you give us information that is materially inaccurate or misleading;
 - (iv) you misuse the Service; and/or
 - (v) you become insolvent, or (being a business) you stop or threaten to stop carrying on business.
- (b) If you are in default, we may do one or more of the following, to the extent the law allows:
 - (i) decline or suspend further Bookings or Services;
 - (ii) stop a Service in progress where it is safe to do so;
 - (iii) require payment in advance for further Services;
 - (iv) suspend any credit Terms and Conditions;
 - (v) recover any amount you owe us, together with interest and our reasonable recovery costs under clause 9; and
 - (vi) set off any amount you owe us against any amount we owe you.
- (c) You may stop requesting Services at any time. Either party may end any ongoing or credit arrangement between us by giving 14 days' written notice, or immediately if the other party is in default. Ending an arrangement does not affect a Booking already accepted, or any right or obligation that has accrued (including any obligation to pay the Fee, interest and recovery costs).
- (d) We may exercise a right under this clause 17 without limiting any other right we have under these Terms and Conditions or at law.
- (e) This clause 17 does not limit your rights under the Australian Consumer Law.

18. EVENTS BEYOND OUR CONTROL

- (a) An event beyond our reasonable control includes:
 - (i) a natural event such as fire, flood, storm or extreme weather;
 - (ii) an epidemic or pandemic, or a public health direction;
 - (iii) an act of terrorism, riot or civil disturbance; industrial action;
 - (iv) a failure or interruption of a utility, telecommunications, payment or third-party network;
 - (v) a shortage or unavailability of personnel, equipment or supplies;
 - (vi) a traffic or road condition, road closure or accident; and
 - (vii) an act or direction of a government or regulator.
- (b) To the extent the law allows, we are not liable for any failure or delay in providing the Service, and we are not in breach of these Terms and Conditions, to the extent the failure or delay is caused by an event beyond our reasonable control.
- (c) If an event beyond our reasonable control affects a Service, we may suspend, reschedule or cancel that Service, and where we cancel and you are not at fault we will refund the Fee you paid for that Service.
- (d) We will use reasonable efforts to tell you if an event beyond our reasonable control affects a Service, and to reduce its effect.

19. INTELLECTUAL PROPERTY

All intellectual property in our Website, materials, systems, processes and branding is owned by us or our licensors, and nothing in these Terms and Conditions transfers any of it to you. You must not copy, reproduce, modify or use it except as reasonably necessary to use the Service.

20. PRIVACY

- (a) We collect, use, hold and disclose your Personal Information in accordance with the Privacy Act and our privacy policy, which is available on our Website, to provide the Service, process payment, arrange attendance, manage our business, and meet our legal obligations.
- (b) We may disclose your Personal Information to our personnel, including sub-contracted driver partners, and to our service providers, for those purposes.
- (c) By booking a Service, you consent to us collecting, using and disclosing your Personal Information in accordance with our Privacy Policy and these Terms and Conditions.
- (d) You agree that we may send you commercial electronic messages about your Membership and the Services in accordance with the Spam Act. You may unsubscribe from marketing communications at any time, and we will not send them to you after you do, though we may still send you messages about your Membership and the Services.

21. COMPLAINTS AND DISPUTE RESOLUTION

- (a) If you have a concern or complaint about a Service, please contact us first, with details, so that we can try to resolve it. We will acknowledge your complaint promptly, and try to resolve it within a reasonable time.
- (b) If a dispute is not resolved, a party must give the other a written notice setting out the nature of the dispute and the outcome it seeks.
- (c) The parties must then try in good faith to resolve the dispute, including by a discussion between people with authority to settle it, within 14 days after the notice is given.
- (d) If the dispute is not resolved within a further 14 days, either party may refer it to mediation. The parties must agree on a mediator or, failing agreement within 5 business days, a mediator appointed at the request of either party by the President, Chairperson or equivalent officer of the Law Society, Law Institute or Bar Association of the State or Territory in which the customer ordinarily resides or carries on business. The parties share the cost of the mediator equally, and each party pays its own costs.
- (e) A party must not begin court proceedings about a dispute until it has complied with this clause 21, except where a party seeks urgent injunctive or interlocutory relief.
- (f) This clause 21 does not limit your rights under the Australian Consumer Law, or your right to complain to a regulator, ombudsman or external dispute resolution scheme.

22. NOTICES

- (a) We may give you a notice by email, by text message, by post, or through our Website or the Booking system, using the details you gave us.
- (b) You may give us a notice by email or post using the contact details on our Website.
- (c) A notice is taken to be received when sent, unless the sender receives a delivery-failure message, or (for post) 3 business days after posting.

23. ELECTRONIC COMMUNICATIONS

You agree that we may give you documents, notices and receipts electronically, and that a Booking and these Terms and Conditions may be entered into electronically. It is your responsibility to keep your contact details current and to check messages we send you.

24. GENERAL

24.1 Variation

We may change these Terms and Conditions from time to time by publishing the updated Terms and Conditions on our Website. The Terms and Conditions that apply to a Booking are those in force when you make that Booking.

24.2 Assignment

You must not assign, transfer or otherwise deal with your rights under these Terms and Conditions without our consent. We may assign or novate our rights and obligations to any of our related entities, or to a purchaser of our business, on notice to you.

24.3 Waiver

A right under these Terms and Conditions is waived only if the waiver is in writing and signed by the party giving it. A failure or delay in exercising a right is not a waiver of it.

24.4 Severance

If a provision of these Terms and Conditions is void or unenforceable, it must be read down so far as necessary to be valid; and if it cannot be read down, it is severed, without affecting the remaining provisions.

24.5 Entire agreement

These Terms and Conditions, and the details of your Booking, are the entire agreement between us about the Service, and replace any earlier representation, arrangement or understanding.

24.6 Survival

Clauses 12, 13, 14, 15, 17, 19, 20 and 21 survive the end of these Terms and Conditions, together with any other clause that by its nature is intended to survive.

24.7 Relationship

We provide the Service as an independent supplier. Nothing in these Terms and Conditions creates a partnership, joint venture, employment or agency relationship between us.

24.8 Governing law and jurisdiction

- (a) These Terms and Conditions are governed by the laws of Victoria, and you submit to the non-exclusive jurisdiction of the courts of that State and the courts that may hear appeals from them.
- (b) These Terms and Conditions are intended to operate in each State or Territory of Australia. Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy under the Australian Consumer Law, or any other right or protection under a law that cannot lawfully be excluded, and, to the extent of any inconsistency, that law prevails.

SCHEDULE 1 - FEE SCHEDULE

The Fee for a Service is based on the Standard Fee and the distance of the Vehicle from the CBD of the relevant capital city, as set out in table below:

Applicable fees	Amount of Fee
Standard Fee	
Call out within a 20 km radius of the CBD:	The Standard Fee as listed on our Website
Call out more than 20 km from the CBD:	The Standard Fee, plus 0.5% of the Standard Fee for each kilometre beyond 20 km from the CBD of the relevant capital city
Callout Surcharge	
Day Callout (7:00 am to 3:00 pm)	Standard Fee plus additional km charge
Afternoon Callout (3:01 pm to 10:00 pm)	plus 15% of the total of the combined Standard Fee and additional km charge
Night Callout (10:01 pm to 6:59 am)	plus 30% of the total of the combined Standard Fee and additional km charge
Add-on	
Low-voltage jump starts:	12% of the Standard Fee as listed on our Website
Tyre puncture repair:	12% of the Standard Fee as listed on our Website