

# AUTOCARE – NATIONAL CARRIER SITE ACCESS TERMS AND CONDITIONS

## BACKGROUND

These National Carrier Site Access Terms and Conditions (**Terms**) set out the terms on which Autocare agrees to provide the Services.

On each occasion that a Carrier uses the VBS to make a Booking and/or accesses a Site, the Carrier will enter into a separate and binding contract with Autocare for that Booking and/or access which incorporates these Terms (each an **Agreement**) and, by doing so, will be deemed to have accepted and agreed to be bound by these Terms.

## 1. THE VBS

### 1.1. VBS Registration

- 1.1.1. Carriers must be registered with Autocare in order to access and use the VBS.
- 1.1.2. By registering with Autocare, the Carrier warrants that it is a 'bona fide' Carrier.
- 1.1.3. In order to register as a VBS user, the Carrier must complete and submit a registration form on the 1-Stop Site.
- 1.1.4. Upon registration, the Carrier will be issued with Carrier Access Credentials which must be used for the purpose of accessing and using the VBS. The Carrier must protect its Carrier Access Credentials and must ensure that it is only used by authorised personnel.
- 1.1.5. The Carrier must ensure that it and its Associates maintain and use no more than one set of Carrier Access Credentials to make bookings through the VBS. The Carrier must not use the Carrier Access Credentials issued to any other Carrier.

### 1.2. Booking Slots

- 1.2.1. The Carrier may use the VBS to make a Booking. The Carrier must book a Slot for all Vehicles that it wishes to collect from a Site.
- 1.2.2. Each Booking represents a separate and binding Agreement (including these Terms) between the Carrier and Autocare that commences when the Booking is made and expires upon the completion by each party of its respective obligations under the Agreement.
- 1.2.3. Additional Slots may be advertised from time to time on the VBS, in which case the relevant Carriers will be notified via the 1-Stop Site. Such Slots will be available on a first come, first served basis.
- 1.2.4. Except as otherwise provided in the Agreement, Slots are non-transferrable. The Carrier may not pool Slots or attempt to re-sell Slots to other Carriers.
- 1.2.5. In certain circumstances, Autocare may be required to close a Site (including, for example, by reason of a Force Majeure Event). In such circumstances, Autocare will endeavour to give the Carrier at least twenty-four (24) hours' prior notice wherever reasonably practicable via publication on the 1-Stop Site and on the Customer Portal. If Autocare is unable to give the Carrier at least twenty-four (24) hours' prior notice of the closure of a Site, Autocare will still endeavour to give the Carrier as much notice as is reasonably possible.
- 1.2.6. The Carrier must comply with all timing and other requirements relating to a Booking as confirmed during the Booking process. Access to the Site prior to or after the relevant Time Zone will be at the discretion of Autocare (subject to any relevant regulatory requirements) which access may be subject to further terms and conditions as advised by Autocare. A No Show Fee may also be applicable in certain circumstances.

### 1.3. Information Requests

- 1.3.1. The Carrier must provide all information specified in the VBS by no later than four (4) hours before the Truck arrives at the Site. Such information may include, without limitation with respect to the relevant Vehicles, the VIN / DSN Number, together with any other information required to be provided in accordance with any other legal or regulatory requirements.

## 2. PAYMENT

### 2.1. Fees

- 2.1.1. In consideration for the provision of Services in accordance with the Agreement, the Carrier must pay to Autocare the relevant fees as specified in the Fees.
- 2.1.2. Subject to clause 14, the Carrier acknowledges that the Fees may be updated by Autocare from time to time.
- 2.1.3. Autocare will issue a tax invoice to the Carrier for the Fees incurred in respect of the provision of Services weekly in arrears.
- 2.1.4. The Carrier must pay the Fees to Autocare for the Services within thirty (30) days of the date of the tax invoice without discount, deduction, counterclaim or set-off. Payments must be made in accordance with the payment instructions specified on the relevant tax invoice (unless otherwise agreed by Autocare in writing).
- 2.1.5. If the Carrier disputes any aspect of a tax invoice issued by Autocare, the Carrier must notify Autocare of the issue, in writing, within fourteen (14) days of the date of the tax invoice.

### 2.2. Goods and Services Tax

- 2.2.1. Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under the Agreement are exclusive of GST.
- 2.2.2. If GST is payable, on any supply made under the Agreement, the recipient will pay to the supplier an amount equal to the GST payable on the supply. The recipient must pay this amount in addition to and at the same time that the consideration for the supply is to be provided under the Agreement.

## 3. PERFORMANCE AND DELIVERY OF THE SERVICES

- 3.1.1. Autocare will provide the Services in accordance with the Agreement.
- 3.1.2. Autocare will make available, the Vehicles in accordance with the details specified in the Booking.

## 4. AUTOCARE'S RIGHTS

- 4.1.1. If Autocare's performance is delayed or prevented by a Force Majeure Event, Autocare will be released from its obligations to the extent of and for the duration of that Force Majeure Event. Autocare will use its reasonable endeavours to promptly overcome a Force Majeure Event but will not be obliged to settle any strike or other industrial dispute or to contest the validity or enforceability of any law, regulation or legally enforceable order by way of legal proceedings.

## 5. WARRANTIES AND INDEMNITIES

- 5.1.1. The Carrier warrants that:
  - a) it either owns the Vehicles and enters into the Agreement on its own behalf or that it is the authorised agent of the person who owns the Vehicles or has an interest in the Vehicles and the Carrier enters into the Agreement as authorised agent of that person;
  - b) it and its Associates will comply with any applicable laws and any policies and procedures of Autocare which Autocare notifies to the Carrier or the Carrier's

Associates and will assist Autocare in complying with any applicable laws, policies and procedures;

- c) the Vehicles are loaded in accordance with all laws;
- d) any Truck used by the Carrier or the Carrier's Associate to collect the Vehicles is in a fit and proper condition and complies with all applicable laws; and
- e) the person collecting the Vehicles from Autocare is authorised to do so and is authorised to bind the Carrier under the Agreement.

## 6. LIABILITY AND INDEMNITY

### 6.1. Non-excludable rights

- 6.1.1. To the extent permitted by law and except as expressly set out in the Agreement, Autocare makes no and expressly excludes all warranties and representations with respect to the Services.
- 6.1.2. Autocare's liability to the Carrier for a breach of any warranty, statutory guarantee or condition regarding the Services that cannot by law be excluded is limited, at Autocare's option and where permitted by law, to:
  - a) supplying the Services again; or
  - b) the payment of the cost of having the Services supplied again.

### 6.2. Indemnity

- 6.2.1. Subject to clauses 6.3 and 6.5, each party (**an Indemnifying Party**) will be liable for, and agrees to indemnify the other party and its Associates (**Those Indemnified**) in respect of any Liability arising from an act or omission by the Indemnifying Party or any of its Associates which gives rise to:
  - a) where Autocare is the Indemnifying Party, damage to a Truck, a Vehicle or goods while at a Site;
  - b) where the Carrier is the Indemnifying Party:
    - A. damage to a Site and/or the surrounding environment;
    - B. any discharge, spill or release of a Contaminant; or
    - C. damage to, deterioration or contamination of any tangible property;
  - c) personal injury (including sickness or death);
  - d) a breach of any law or regulation;
  - e) a breach of this Agreement;
  - f) a claim by a third party,
 except to the extent that the Liability was caused or contributed to by an act or omission by Those Indemnified.

### 6.3. Limitations on Liability

- 6.3.1. The maximum Liability of a Party to the other Party arising in connection with this Agreement, whether in tort (including in negligence), contract, statute, equity or otherwise, is limited to:
  - a) insofar as the Liability relates to damage to a Vehicle or goods while at a Site, up to a maximum of AU\$15,000.00 for any one event;
  - b) insofar as the Liability relates to damage to a Truck while at a Site, up to a maximum of AU\$100,000.00 for any one event; and
  - c) insofar as the Liability relates to any Liability not covered in (a) or (b) above, including in respect of personal injury or death, AU\$20,000,000.00 for any one event.

- 6.3.2. To the extent permitted by law, Autocare will not be Liable in tort, contract, bailment or otherwise for delay in providing or failing to provide the Services unless Autocare has caused the Carrier loss due to Autocare's negligent act or omission.

### 6.4. Inspection

- 6.4.1. On receipt of the Vehicles, the Carrier or the Carrier's Associate will inspect the Vehicles in accordance with the FCAI (Federal Chamber of Automotive Industries) new vehicle receiving and inspection procedure current as at the date of the inspection and will immediately notify Autocare of any alleged damage to the Vehicles.

### 6.5. Consequential Loss

- 6.5.1. Notwithstanding anything else in this Agreement, neither party shall have any Liability to the other in connection with this Agreement, whether in tort (including in negligence), contract, bailment, under an indemnity or otherwise, for Consequential Loss.

### 6.6. Notification of Claims

- 6.6.1. A party will not be liable for any Claim by the other party unless notice of the Claim is given to the first party within fourteen (14) days of the date of the relevant incident giving rise to the Claim.
- 6.6.2. A party will be discharged from all Liability for a Claim unless proceedings are commenced within one (1) year of the date that notice of that Claim was given to the first party.

## 7. CARRIER'S RESPONSIBILITY

- 7.1.1. The Carrier's access to the relevant Site is conditional upon the Carrier and each of its Associates:
  - a) complying with the terms of these Terms;
  - b) complying with all applicable laws and regulations and with Autocare Systems;
  - c) complying with the reasonable directions of Autocare personnel;
  - d) having successfully completed the relevant Site's LINX Learning Contractor Induction (which must be conducted every two years unless refresher training is required earlier as determined by Autocare in its discretion); and
  - e) holding and maintaining a current, valid licence to operate the Truck in the jurisdiction.
- 7.1.2. The Carrier must ensure that it has a sufficient number of Trucks and Associates to adequately and safely perform its obligations in these Terms and must ensure that its Trucks are maintained in good, suitable and roadworthy condition in compliance with all laws and regulations, including in respect of road registration and speed limiting devices.
- 7.1.3. The Carrier must ensure that neither it, nor any of its Associates, enter a Site under the influence of, or with the presence of, alcohol or illicit drugs in their system, nor drink, smoke or consume alcohol or illicit drugs while at a Site. The Carrier and its Associates may be required to participate in drug and alcohol testing carried out by or on behalf of Autocare at the Site.
- 7.1.4. The Carrier is responsible for verifying that the relevant Vehicle is available and clear of any holds for delivery prior to the arrival of the Carrier at the Site.
- 7.1.5. The Carrier must ensure that the correct Vehicles are loaded onto the Truck (including by verifying the VIN number).

- 7.1.6. The Carrier must immediately report to Autocare all incidents involving damage or injury to any property or person or any hazard or potential hazard identified by the Carrier or any of its Associates at or near the Site. The Carrier must promptly complete an incident statement detailing what occurred / was observed (a copy of which must be provided to Autocare within five (5) Business Days) and must thereafter co-operate and make itself or its Associates reasonably available for subsequent investigations into such matters.
- 7.1.7. If, in Autocare's reasonable opinion, an Associate of the Carrier is not acting in accordance with the requirements of these Terms, Autocare may require the Carrier to replace such Associate. If the Carrier or the relevant Associate does not comply with this requirement, Autocare may at its discretion require the Carrier or the relevant Associate to complete refresher training or declare an Event of Default, in which case clause 12 will be applicable.

## 8. HEALTH AND SAFETY AND CHAIN OF RESPONSIBILITY

- 8.1.1. To the extent applicable at law, the Carrier and Autocare acknowledge and agree that each have obligations under the Chain of Responsibility Law and will comply with such obligations.
- 8.1.2. The Carrier must (and procure that its Associates) comply with any directions, procedures or policies advised or notified by Autocare or its Associates to the Carrier or the Carrier's Associates with respect to packing, loading or unloading of the Vehicles or entry into, use of or egress from a Site.
- 8.1.3. The Carrier must implement, maintain, enforce and regularly review its own Carrier Systems and must take all reasonably practicable steps to ensure that its Associates are adequately trained in and understand the Carrier Systems. If requested by Autocare, the Carrier must produce to Autocare a copy of its Carrier Systems together with reasonable evidence of compliance with the same.

## 9. INSURANCE

- 9.1.1. The Carrier must, at its own expense, effect the following minimum insurances with a reputable insurer(s) (i.e. with a minimum Standard & Poors rating of at least 'A') on or before the commencement of these Terms until its cessation:
- third party property insurance and public risk liability insurance (including in respect of third party property damage and injury to persons) to a minimum value of AU\$20,000,000.00 for any one occurrence and unlimited in the aggregate; and
  - motor vehicle insurance in respect of all Trucks; and
  - employer's liability and workers' compensation insurance (including common law liability) as required under any applicable workers' compensation law; and
  - such other insurances as are required by law or good industry practice.
- 9.1.2. The Carrier must produce evidence to Autocare of the valid insurance policies referred to in this clause 9 on reasonable request.
- 9.1.3. The Carrier warrants to Autocare that it will maintain all of the insurances required by this clause 9 for the term of these Terms and, in the case of insurance policies entered into on a claims-made basis, for a further six (6) years following the expiry or termination of these Terms.

## 10. DISPUTE RESOLUTION

- 10.1.1. If a Dispute arises, the Carrier and Autocare must meet promptly in order to discuss the Dispute. If the Carrier and Autocare cannot settle the Dispute, the Carrier and Autocare must endeavour to settle the matter with the assistance of a mediator appointed by the Institute of Arbitrators and Mediators Australia, which mediator may adopt such procedures as he or she sees fit to resolve the Dispute. If the Dispute is not resolved within one (1) month of the appointment of a mediator, either party may commence court proceedings.
- 10.1.2. Nothing in this clause 10 (Dispute Resolution) precludes a party from seeking urgent injunctions or other urgent interlocutory relief.

## 11. NOTICES

- 11.1.1. All notices under the Agreement must be in writing. Notices must be delivered or sent by pre-paid registered mail, courier or similar traceable form of delivery or by fax or email, provided that where a notice is sent by fax or email, the machine from which it is sent must produce a report that states it was successfully delivered.
- 11.1.2. A notice is regarded as given and received on receipt if sent by registered mail, courier or other similar traceable form of delivery or if sent by fax or email:
- by 5:00pm (local time in the place of receipt) on a working day - on that day; or
  - after 5:00 pm (local time in the place of receipt) on a working day, or on a day that is not a working day - on the next working day.

## 12. DEFAULT AND TERMINATION

### 12.1. Default and Termination

- 12.1.1. Without prejudice to its other rights against the Carrier under these Terms, Autocare may at any time after an Event of Default occur:
- suspend the Carrier's right (or the right of a specific Associate of the Carrier) to use the VBS and / or access a Site (in the case of all Events of Default); or
  - terminate these Terms (or indefinitely prevent a specific Associate of the Carrier from using the VBS and / or accessing a Site) (in the case of Events of Default that fall within paragraphs (c) to (f) of the definition of Event of Default).

in each case with immediate effect by giving notice in writing to the Carrier (a 'Default Notice').

- 12.1.2. If an Event of Default relates only to a specific Associate of the Carrier, Autocare may restrict the exercise of its rights under clause 12.1.1 to that specific Associate, where Autocare considers that doing so would be sufficient to address the Event of Default and adequately protect Autocare's business interests (including having regard to whether that Associate's failure is indicative of any broader failure of the Carrier to impose and enforce the Carrier Systems and otherwise require compliance by its Associates with these Terms).

### 12.2. Suspension

- 12.2.1. If Autocare elects to suspend the Carrier's right (or the right of a specific Associate of the Carrier) to use the VBS and / or to access a Site under clause 12.1.1(a), the Default Notice must state:
- the reason that Autocare has elected to suspend the relevant rights;
  - acting reasonably, the steps that the Carrier and / or the relevant Associate must take to remedy the breach in order for the suspension to be removed; and
  - the date (the **Remedy Date**) by which the Carrier must take those steps.

### 12.3. After Expiry or Termination

- 12.3.1. On expiry or termination, each party retains the rights it had against the other party in respect of any past breach, in addition to any other rights, powers or remedies provided by law.

## 13. CHANGE IN LAW

- 13.1.1. For the purposes of this clause "Change in Law" means a change to any existing Law applicable to the Jurisdiction, including the imposition of a new law or regulation.

13.1.2. The Parties agree that:

- the Law regulates how Autocare can perform the Services and otherwise perform its obligations under this Agreement;
- Autocare will not be liable for any failure to comply with any of its obligations under this Agreement to the extent that any such failure is necessary in order to comply with those Laws; and
- if a Change in Law occurs then, subject to clause 13.1.3, Autocare may amend this Agreement.

13.1.3. Prior to amending this Agreement under clause 13.1.2, Autocare must, to the extent permissible having regard to the nature and scope of the Change in Law:

- provide the Carrier with prior notice in writing of the Change in Law and the proposed amendment to this Agreement (**Proposed Amendment**); and
- use its reasonable endeavours to ensure that the Carrier is not materially adversely affected by the Proposed Amendment.

## 14. MISCELLANEOUS PROVISIONS

- 14.1.1. Autocare may amend these Terms, an Agreement or the Fees (the **Varied Documents**) from time to time.
- 14.1.2. Prior to amending the Varied Document/s in accordance with this clause 14 (Miscellaneous Provisions), Autocare must provide the Carrier with reasonable notice in writing of the proposed amendment to the Varied Document/s, being at least one (1) months' notice, unless a shorter period of time is required in response to clause 13 (Change in Law) or for urgent operational reasons.
- 14.1.3. No other variation to the Varied Documents will be of any effect unless agreed between the parties in writing.
- 14.1.4. The Agreement constitutes the entire understanding of the parties as to its subject matter and supersedes and cancels all prior arrangements, understandings and negotiations in connection with it.
- 14.1.5. The failure of a party at any time to require full or partial performance of any provision of the Agreement does not affect in any way the full right of that party to require that performance subsequently.
- 14.1.6. The waiver by any party of a breach of a provision of the Agreement is not deemed a waiver of all or part of that provision or of any other provision or of the right of that party to avail itself of its rights subsequently.
- 14.1.7. Any waiver of a breach of the Agreement must be in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in that waiver.
- 14.1.8. The Agreement will be governed and construed in accordance with the law applying in the Jurisdiction and each party irrevocably submits to the exclusive jurisdiction of the courts in the Jurisdiction.
- 14.1.9. Any provision in the Agreement that is prohibited or unenforceable (or found to be so) in any jurisdiction is ineffective in that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of the Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.
- 14.1.10. Nothing in the Agreement creates a relationship of employer and employee, principal and agent or partnership between the parties.

## 15. DEFINITIONS AND INTERPRETATION

### 15.1. Definitions –

In these Standard Terms:

**Associate** means a party's employees, officers, servants, agents, invitees and subcontractors.

**Autocare** means Autocare Services Pty Limited (ABN 67 004 497 607).

**Autocare Systems** means Autocare Driver Induction and Accreditation Training and all other policies and procedures applicable to the Site and all reasonable directions issued by Autocare or its Associates including (without limitation) with respect to health and safety matters and drug and alcohol testing.

**Booking** means an arrangement between Autocare and a Carrier (or any of its Associates) for Autocare to provide the Services at a Site for a Truck operated by the Carrier (or any of its Associates).

**Business Day** means a day that is not a Saturday, Sunday or public holiday at the relevant Site in respect of which Services are provided.

**Carrier** means a person or entity engaged in a business of scheduling (as road transport company) or transporting Vehicles to or from a Site by Truck.

**Carrier Access Credentials** means the unique username and password assigned to a Carrier by 1-Stop after successful registration on the VBS and which is to be used when accessing and using the VBS.

**Carrier Systems** means the comprehensive policies, procedures and systems in relation to compliance with and management of the Carrier's various obligations under the Health and Safety Laws and the Chain of Responsibility Laws (and all other applicable laws and regulations).

**Chain of Responsibility Laws** means any law or regulation relating to chain of responsibility obligations, including laws and regulations relating to driver fatigue, mass, dimension, load restraint and dangerous goods.

**Claim** means a demand, claim, action or proceeding made or brought by or against a person, however arising and whether present, unascertained, immediate, future or contingent.

**Consequential Loss** means any loss which is indirect or consequential; or is by way of loss of revenue, loss of profit, loss of goodwill or credit, loss of business, loss of reputation or future reputation, loss of use, loss or denial of opportunity, loss of production, increased overhead cost, production or other down time.

**Corporations Act** means the Corporations Act 2001 (Cth).

**Customer Portal** means the online customer portal for Carriers, which is available at <https://acau.vbs.1-stop.biz>

**Dispute** means any controversy, claim or dispute arising out of or in relation to the Agreement.

**Event of Default** means any one or more of the following:

- the Carrier fails to comply with any provision of the Agreement (including the payment of the Fees which failure is capable of remedy and the Carrier does not remedy that failure within five (5) Business Days after receipt of written notice from Autocare requiring it to be remedied;
- the Carrier fails to comply with any provision of the Agreement (including the payment of the Fees) which failure is not capable of remedy;
- the Carrier repeatedly or persistently breaches the Agreement, regardless of whether those breaches are capable of, or are, remedied;
- the Carrier fails to materially comply with the Agreement, irrespective of whether that failure is capable of remedy (which includes a failure to participate in post incident drug and alcohol testing);

- e) there is a change in control of the Carrier;
- f) the Carrier is subject to an Insolvency Event; and
- g) any other event occurs or circumstance arises which, in the reasonable opinion of Autocare, is likely to materially and adversely affect the ability of the Carrier to comply with the Agreement, and that event or those circumstances continue for five (5) Business Days after receipt of written notice to the Carrier from Autocare.

**Fees** means the fees for the Services outlined in the Site Access Fee and Vehicle Booking System Related Fees located on Autocare's website (<https://autocare.com.au/>).

**Force Majeure Event** means circumstances where Autocare is delayed or unable, wholly or in part, to perform any obligations under the Agreement due to any cause beyond its reasonable control.

**Health and Safety Law** means, insofar as it applies to the Jurisdiction, any law or regulation relating to workplace health and safety including the Chain of Responsibility Laws.

**Insolvency Event** means being in liquidation or provisional liquidation or under administration, having a controller or receiver (as defined in the Corporations Act) or analogous person appointed to it or any of its property (other than for the purpose of restructuring whilst solvent), being taken under section 459F(1) of that Corporations Act to have failed to comply with a statutory demand, being unable to pay its debts or otherwise insolvent.

**Jurisdiction** means the Australian State or Territory in which the relevant Site is located in respect of which Services are provided.

**Law** means any requirement of any applicable standard, code of practice, award, statute, ordinance, proclamation, by-law, rule or regulation.

**Liability** means any Claim, loss, liability, cost or expense of any kind and however arising (whether in contract, negligence, another tort, the general law, under statute or otherwise), including damages, penalties, fines and interest.

**LINX Learning Contractor Induction** means the Site-specific safety and access training provided by Autocare and required to be completed on the 1-Stop Site by the Carrier and each of its Associates who propose to access the Site.

**No Show Fee** means the applicable 'no show fee' charged to a Carrier by the relevant Site as specified in the Fees.

**Remedy Date** has the meaning given in clause 12.2.1(c).

**Services** means the use of the VBS, the provision of access to Sites, (including Vehicle inspection, administration and compliance activities associated with the booking and collection of Vehicles) by the Carrier for the purpose of the collection of Vehicles from the Site for transport to another location.

**Site** means an Autocare site where Autocare provides the Services pursuant to this Agreement and include sites located at NSW: Stennett Road, Ingleburn and Kembla Grange (West Dapto); VIC: Cherry Lane, Laverton and Pinnacle Road, Altona North; Sth QLD: Whimbrel Street, Fisherman Islands and Radar Street, Port West; WA: Grogan Road, Perth Airport; SA: Eastern Parade, Port Adelaide; Nth Qld: Webb Drive, Townsville or any other site notified by Autocare from time to time.

**Slot** means the opportunity for the making of a booking within a Time Zone.

**Time Zone** means the result of the division of each day into twenty-four (24) periods within which a Truck is required to arrive at a Site for the purpose of being provided with Services pursuant to a Booking.

**Truck** means a vehicle used to transport Vehicles from a Site by road. A Truck is operated by a Carrier if the Truck is used for the purposes of the business of the Carrier, by the Carrier or by an of its Associates.

**Truck Identification Number** means the number of a Truck as displayed on the registered number plates of that Truck.

**VBS** means the vehicle booking system operated by Autocare through the 1-Stop Site.

**Vehicles** means motor vehicles, spare parts or other items in relation to which the Services have been or are provided to the Carrier.

**1-Stop** means 1-Stop Connections Pty Ltd (ACN 102 573 544).

**1-Stop Site** means <https://www.1-stop.biz/tracking/1-stop-gateway/>, being the website platform through which 1-Stop operates the VBS.

## 15.2. Rules for Interpreting this Document

The following rules apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply:

- a) singular word includes the plural, and vice versa;
- b) a reference to \$ is to an amount in Australian currency;
- c) "Include" and "including" are not words of limitation.

## 15.3. Relationship of Autocare Entities

Each indemnity, limitation, condition and liberty in the Agreement and every right, exclusion from or limitation of Liability, defence and immunity of whatever nature applicable to Autocare or to which Autocare is entitled under the Agreement will be available to Autocare's Related Bodies Corporate and to the Associates of Autocare and its Related Bodies Corporate. Where Autocare is acting as agent or trustee on behalf of and for the benefit of a Related Body Corporate or its Associates, those Related Bodies Corporate or Associates are, to this extent, deemed to be party to the Agreement and may enforce the terms of this clause 15.3 against the Carrier. A reference to a Related Body Corporate has the meaning given in the Corporations Act 2001 (Cth).