

Vehicle Disposal Program



Terms & Conditions

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Thank You for choosing the Vehicle Disposal Program, which will provide You with a professional vehicle disposal service when the time comes to dispose of Your current vehicle.

This document outlines the terms and conditions of the Vehicle Disposal Program (**Terms and Conditions**).

1. Definitions

AFIA means the Australian Finance Industry Association, which is a leading advocate for the Australian financial services industry and is the association of major fleet leasing and management companies in Australia. AFIA includes its Fleet Leasing & Rental Division (formerly Australian Fleet Lessors Association).

Assessor means the assessor who, on behalf of a Service Provider, conducts a physical inspection of the Nominated Vehicle as part of the Inspection Service.

Commencement Date means the date that is reflected on Your Membership Certificate, being the date that You became a Member.

DIY Inspection Service means the service described in section 6.2.2 of these Terms and Conditions.

Financial Instrument means any finance arrangement that You have in respect of the Nominated Vehicle which is not administered by Smartgroup (or any of its related bodies corporate), including a novated lease or a vehicle loan.

GST has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Inspection Service means the service described in section 6.2.1 of these Terms and Conditions.

Lease means the novated lease You have in respect of the Nominated Vehicle which is administered by Smartgroup (or any of its related bodies corporate).

Lease Extension means the practice of 'refinancing' the residual value of the Nominated Vehicle upon the expiry of the lease which the Nominated Vehicle is subject to (where applicable), irrespective of whether that lease is administered by us (or our related bodies corporate) or not.

Loan Extension means the practice of refinancing the loan which the Nominated Vehicle is subject to during the term of that loan and extending the term as a result of that refinancing (where applicable).

Member means the individual who has agreed to become a member of the Program and whose details appear on the Membership Certificate.

Membership means Your membership of the Program.

Membership Certificate means the certificate provided to You by Smartgroup upon commencement of Your Membership which sets out the details of Your Membership.

Membership Fee means the fee which is payable by You to become a member of the Program, as set out in Your quote and Your Membership Certificate.

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

- where the Nominated Vehicle is subject to a Lease, the period from the Commencement Date to the date of expiry of the Lease or any Lease Extension. In the case of a Lease Extension, the Membership Term is extended to align with the new Lease expiry date for the Nominated Vehicle;
- where the Nominated Vehicle is subject to a Financial Instrument, the period from the Commencement Date to the date of expiry of the Financial Instrument or any Lease Extension or Loan Extension (as applicable). In the case of a Lease Extension or Loan Extension, in order for the Membership Term to be extended to align with the new Financial Instrument expiry date for the Nominated Vehicle, You must provide Us with proof of that extension; or
- where there is no Lease or Financial Instrument with respect to the Nominated Vehicle, a period of 12 months from the Commencement Date.

Nominated Vehicle means the vehicle that is covered by the Program, as specified on Your Membership Certificate.

Personal Information means 'personal information' as defined in the Privacy Act.

Privacy Act means the *Privacy Act 1998 (Cth)*.

Privacy Laws means:

- the Privacy Act; and
- the Australian Privacy Principles contained in Schedule 3 to the Privacy Act or any privacy code that is approved and registered in accordance with the Privacy Act.

Program means the Vehicle Disposal Program as described in, and governed by, these Terms and Conditions.

Program Benefits means the suite of services and benefits that are included as part of the Program, as outlined in these Terms and Conditions.

Service Provider has the meaning given in section 3 of these Terms and Conditions.

Transportation Costs means any third party fees incurred in connection with the Transportation Services.

Transportation Services means the service described in section 6.2.3 of these Terms and Conditions.

Vehicle Inspection Report means the report that is provided as part of the Inspection Service, as described in clause 6.2.1 of these Terms and Conditions.

We, Us, Our, Smartgroup means Autopia Management Pty Ltd ABN 80 111 369 049 and Smartsalary Pty Ltd ABN 24 096 796 100 as the case requires.

You, Your means the Member.

2. About this document

This document:

- tells You about the Program, to help You decide if the product is right for You and whether to use the services provided by Smartgroup, its employees, representatives and agents under the Program; and
- outlines the Terms and Conditions of the Program.

These Terms and Conditions are issued by Smartgroup. They may be updated from time to time by Smartgroup without any notice to You. You are bound by the latest version of the Terms and Conditions, as available at www.smartgroup.com.au/VDP-Terms

The information outlined in this document is general in nature and does not take into account Your individual circumstances. You should carefully read this document and any other documentation that is provided to You by Smartgroup in connection with the Program, and consider whether the Program is appropriate for Your needs, and where necessary, seek independent professional advice.

When You submit an application to become a member of the Program, You confirm and warrant that You have read and understood the documents provided to You in connection with the Program, including these Terms and Conditions.

Following commencement of Your Membership, it is Your responsibility to contact Us if you have any questions regarding these Terms and Conditions.

3. About Smartgroup

This product is issued and administered by Smartgroup. A number of components of the services provided under the Program will be provided by third parties with whom We (or any of Our related bodies corporate) have separate arrangements with from time to time in connection with the provision of the Program (**Service Providers**).

3.1 Service Providers

- A number of vehicle inspection providers will carry out the vehicle inspections and photography services provided in connection with the Inspection Service.
- A number of vehicle re-sellers and auction businesses will provide fixed price offers for the Nominated Vehicle as part of the disposal process.
- Autorola Auctions will conduct and manage the online auctions.

The Service Providers may change from time to time without notice to You. Smartgroup will use reasonable endeavors to ensure that the Service Providers have the appropriate skills and experience to provide the Program Benefits. However, to the maximum extent permitted by law, Smartgroup accepts no liability to You or to any other party in respect of the Program Benefits provided under the Program.

4. Eligibility

Eligibility criteria may apply. For information regarding eligibility, please contact Us at vehicledisposal@smartgroup.com.au.

5. Your Membership

5.1 Becoming a Member

5.1.1 Membership Fee

There is a one-off Membership Fee payable by You in connection with the Program. The Membership Fee amount will be shown on Your quote and Membership Certificate.

Fringe benefits tax

Where the Nominated Vehicle is subject to a novated lease and You fund the Membership as part of that lease, the Membership Fee will be subject to Fringe Benefits Tax under the *Fringe Benefits Tax Assessment Act 1986* (Cth). In all other cases, no Fringe Benefits Tax will be payable in respect of the Membership Fee. However, You should obtain independent tax advice to verify Your individual tax position, as Smartgroup cannot provide You with tax advice.

5.1.2 Membership application

On acceptance of Your application and payment of the Membership Fee, Your Membership will commence on the Commencement Date and will continue until the end of the Membership Term, unless cancelled earlier in accordance with these Terms and Conditions.

We may, in Our absolute discretion, refuse to accept Your Membership application within 30 days of receipt of Your application. In this case, any Membership Fee received by Us as part of Your application will be refunded to You in full.

Please keep all documentation relating to Your Membership in a safe place for future reference.

5.2 Changing Membership details

Following commencement of Your Membership, it is Your responsibility to contact Us if any of the following circumstances occur:

- any information on Your Membership Certificate is or becomes incorrect or incomplete; or
- Your contact details (including Your email address, phone number and/or postal address) have changed and require updating.

5.2.1 Who is authorised to make changes to Your Membership?

Only You, being the Member named on the Membership Certificate, or your authorised representative, a person with power of attorney or an executor may request a change to Your Membership details.

5.2.2 Updating Your Membership details

By becoming a member of the Program, You are responsible for providing Us with Your most current contact details. To update your contact details get in touch via vehicledisposal@smartgroup.com.au.

5.3 Expiry and cancellation of Your Membership

5.3.1 Expiry

Your Membership will expire in line with the Membership Term, provided it has not been cancelled earlier in accordance with these Terms and Conditions.

5.3.2 Cancellation

In the event that Your Membership is cancelled in accordance with this section 5.3.2, You will not be entitled to receive the Program Benefits from the date of cancellation.

Cancellation by You

You have the right to cancel Your Membership at any time during the Membership Term.

Cancellation of Your Membership will take effect from the date upon which You provide written notice to Smartgroup at vehicledisposal@smartgroup.com.au of Your intention to cancel Your Membership.

Cancellation by Us

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

- You have breached these Terms and Conditions;
- We believe, in Our absolute discretion, that You are acting in a threatening and/or abusive manner towards Our staff or representatives, and/or any of the Service Providers' staff or representatives; or
- You have outstanding payments on Your Lease or on Your salary packaging arrangements with Smartgroup or its related bodies corporate that have been outstanding for not less than 60 days.

In the event that We cancel Your Membership for any of the reasons outlined above, We will notify You of that cancellation.

Cancellation and Your Membership Fee

If Your Membership is cancelled in accordance with this section 5.3.2:

- within 30 days of the Commencement Date, the Membership Fee will be refunded to You in full, unless an Inspection Service or DIY Inspection Service has been completed in respect of the Nominated Vehicle, in which case 50% of the Membership Fee will be refunded to You.
- more than 30 days after the Commencement Date but not within the last 90 days of Your Membership Term, the Membership Fee less a \$25 administration fee will be refunded to You, unless an Inspection Service or DIY Inspection Service has been completed in respect of the Nominated Vehicle, in which case 50% of the Membership Fee less a \$25 administration fee will be refunded to You.
- within the last 90 days of Your Membership Term, there will be no refund of the Membership Fee.

5.4 Other fees

As part of the Program You may incur other fees, which may be charged to You by the Service Providers directly, as per the below circumstances.

5.4.1 Method of disposal

The method of disposal chosen by You for the Nominated Vehicle may incur additional fees. These fees could include, but are not limited to:

- auction fees or advertising fees as prescribed by the online auction house(s) selected by You or fees of vehicle re-sellers selected by You to list the Nominated Vehicle.
- listing fees for advertising on websites or auction houses outside Our preferred auction houses and vehicle re-sellers (as nominated by Us, or any of Our related bodies corporate, from time to time).

- in certain circumstances there may be Transportation Costs for the Nominated Vehicle once You have accepted an offer for the Nominated Vehicle to be purchased. Any such costs are separate to this Program and are payable to a third party provider.

5.4.2 Additional Inspection Service or DIY Inspection Service

During the Membership Term, You are entitled to one Inspection Service of the Nominated Vehicle (including photography) or one DIY Inspection Service of the Nominated Vehicle (see sections 6.2.1 and 6.2.2 below).

Any additional Inspection Service (including any photography services) or DIY Inspection Service will result in additional fees that are payable by You.

6. Program Benefits

6.1 Overview

The table below outlines the Program Benefits that are provided to under the Program.

What's covered	What's in it for You	Need to know
End-to-end vehicle sales service	You are in control - coordinate the sale of Your Nominated Vehicle with the pick-up of Your new vehicle.	Convenience and peace of mind.
Inspection Service	The Inspection Service comes to You and includes professional photos of the Nominated Vehicle and a Vehicle Inspection Report. See section 6.2.1 for further details.	Available nationally.
DIY Inspection Service	Where it is not reasonably practicable for You to rely on or utilise the Inspection Service, You may be eligible to perform a DIY vehicle inspection. See section 6.2.2 for further details.	Available nationally to eligible Members, as advised by Us.
Concierge service	You will receive concierge service throughout the selling process, including vetting of prospective buyers, managing prospective buyer expectations, and regular updates provided to You.	You are up to date with what happens throughout the entire disposal process.
Fixed Price or Auction	The Nominated Vehicle will be tendered out through a panel of disposal partners. The confirmed price offered will be fixed for a period of time. There is an auction process available as well.	You make the final decision around price acceptance.
Free listing	There are no listing fees charged to You as part of listing the Nominated Vehicle with Our preferred auction houses or vehicle re-sellers (as nominated by Us, from time to time).	All included as part of the Program.
Membership Extension	If You extend the lease or refinance the loan which the Nominated Vehicle is subject to, the Membership extends to Your new lease or loan expiry date (as applicable). ¹	Should You extend your existing lease or loan, You keep the benefit for no additional cost.

¹ In order for Your Membership Term to be extended in line with a Lease Extension or Loan Extension of a Financial Instrument (as applicable), You must provide proof of that extension before the Membership Term can be extended by Us.

Transportation Services	Transportation Services can be arranged and provided by third party transport companies in connection with the disposal of the Nominated Vehicle. ² See section 6.2.3 for further details.	Convenience and peace of mind where you don't have a transportation method for the disposal of Your Nominated Vehicle.
Continued use	Unlike standard auction practices or the limitations with private vehicle sales, You can continue to drive the Nominated Vehicle unrestricted during the disposal process.	You won't be inconvenienced by having no or limited access to the Nominated Vehicle during disposal.
Sustainability	Reduce carbon emissions by avoiding unnecessary transport during the disposal process, for example transport to an auction yard.	A convenient disposal method with green benefits.

6.2 Detailed Program Benefits

6.2.1 Inspection Service

The Inspection Service is a core component of the Program. It includes professional photography of the inside and outside of the Nominated Vehicle and a Vehicle Inspection Report.

The scope of the Vehicle Inspection Report that is provided is one of a condition report of the Nominated Vehicle in line with the standards prescribed by the AFIA as part of its Fair Wear and Tear Guide. For a copy of the AFIA's Fair Wear and Tear Guide please [click here](#).

The Inspection Service may only be used once during Your Membership Term and needs to be completed by no later than 30 days prior to the end of Your Membership Term. In the event that You have opted to use the DIY Inspection Service (see section 6.2.2), You will no longer be entitled to use the Inspection Service, except at an additional cost to You.

Booking an inspection

To book an inspection, contact Smartgroup and allow for the following timeframes for completion:

- where the Nominated Vehicle is located within a greater metropolitan area, within 14 days of Your request; or
- where the Nominated Vehicle is located outside a greater metropolitan area, within 21 days of Your request.

Inspection location

You may elect to have the inspection completed at either Your home or workplace, during normal business hours. However, please note that there are some limitations as to where an Assessor can carry out the inspection of the Nominated Vehicle. The Nominated Vehicle cannot be inspected in:

- high rise car parks;
- underground car parks;
- hospitals;
- schools;

² Transportation Services may be subject to Transportation Costs which are not included in Your Membership. See sections 5.4.1, 6.2.3 and 6.3.

- shopping centres;
- railway stations;
- airports (unless the location is a business premises on airport grounds with suitable free parking for the Assessor); or
- anywhere else in the opinion of the Assessor where there is no reasonable ability to park free of charge to conduct the inspection.

6.2.2 DIY Inspection Service

Where it is not reasonably practicable for You to rely on or utilise the Inspection Service, Smartgroup will advise You of your eligibility to perform a DIY vehicle inspection of the Nominated Vehicle via a third party application (which has been approved by Smartgroup), the details of which will be provided to You separately at the appropriate time. Some examples of where this may be the case include where You live in a regional town and access to an Assessor is limited, or where You reside within an area that is the subject of a government imposed mandatory lockdown.

As with the Inspection Service, this DIY Inspection Service can only be used once during the Membership Term and needs to be completed no later than 30 days prior to the end of Your Membership Term. In the event that You have opted to use the Inspection Service, You will not be entitled to use the DIY Inspection Service, except at an additional cost to You.

Please note that the DIY Inspection Service is subject to additional terms and conditions which are specific to that service and govern the use of that service. In the event that You are eligible to utilise the DIY Inspection Service and opt to do so, those terms and conditions will be provided to You separately and are supplementary to these Terms and Conditions and do not, in any way whatsoever, replace these Terms and Conditions.

For further details on the DIY Inspection Service and Your eligibility to use that service, contact Us at vehicledisposal@smartgroup.com.au.

6.2.3 Transportation Services

Under the Program, Transportation Services for the Nominated Vehicle can be arranged and provided by several third party transport companies, where You do not have Your own transport arrangements for the disposal of the Nominated Vehicle.

The Transportation Services may be subject to Transportation Costs. To the extent that there are any Transportation Costs, those costs may not be included in Your Membership and in such circumstances, You will be separately liable for those costs (see section 5.4.1 above).

Door-to-door service

Set out below is an outline of the general process involved with the Transportation Services.

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

streets that have restricted access. If this applies, the transport company will discuss alternative arrangements with You around collection of the Nominated Vehicle.

General vehicle checklist for transportation

Set out below is a general transportation checklist to assist You with the Transportation Services process, if required.

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

6.3 Not included as part of the Program

The following services and items are not included as part of the Program:

- cleaning and detailing costs for the Nominated Vehicle before any photography that is provided as part of the Inspection Service or as performed or procured by You as part of the DIY Inspection Service (as the case may be).
- repair or replacement costs for any matters identified in the Inspection Service or the DIY Inspection Service as requiring repair or replacement.
- Transportation Costs for the Nominated Vehicle once You have accepted an offer for transportation of the vehicle as part of its disposal (see section 6.2.3 above).

7. General

7.1 Australian dollars / GST

All amounts payable under the Program and as shown on Your quote and Membership Certificate are in Australian Dollars and are inclusive of GST.

7.2 Privacy

Smartgroup will comply with the Privacy Laws and its privacy policy in respect of its collection, use, disclosure and handling of Your Personal Information.

Please refer to Our privacy policy at www.smartgroup.com.au for details regarding Our collection and use of Personal Information.

Any Personal Information collected by Smartgroup in connection with the Program may be provided to the Service Providers and potential buyers of the Nominated Vehicle, for the purpose of providing the services under the Program.

Upon applying to become a member of the Program and consequently becoming a Member, You confirm that You have read and acknowledged the terms of Our privacy policy.

7.3 Limitation of liability

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

Except for any rights to which you are entitled by law, Smartgroup will not be liable for any losses, whether direct, indirect or consequential, that arise out of or in connection with these Terms and Conditions, or from any performance or non-performance of the Service Providers under the Program, whether arising from negligence or otherwise. We assume no responsibility for any advice or assistance given by a Service Provider for the services provided to You under this Program.

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

- the re-supply of the relevant services that are the subject of the claim; and
- the payment of the costs of having the relevant services that are the subject of the claim re-supplied; and
- the Membership Fee paid by You under the Program.

7.4 Contacting Us

To speak with someone about Your Membership, get in touch via vehicledisposal@smartgroup.com.au.

7.5 Acknowledgment of payments and commissions

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

7.6 Governing law

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

Version Control: These Terms and Conditions are dated 19 January 2022.