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2ND
CAR



No matter what Ford you buy,

you can borrow another anytime.



Moving home is easier when you have a second Ford available to you for two weeks*. Ask us for details.



FORD
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CAR

Ford Motor Company of Australia Limited (ABN 30 004 116 223)

Level 1, 600 Victoria Street, Richmond VIC 3121

www.ford.com.au/ford2ndcar Email: 2ndcar@ford.com Phone: 13 FORD (13 3673) Menu Option 5

Date of issue: February 2020

FORD 2ND CAR TERMS & CONDITIONS

Date of issue: February 2020

1. DEFINITIONS

In these conditions:

- 1.1 "ACL" means the Australian Consumer Law Schedule of the Competition and Consumer Act 2010 (Cth) and its associated Regulations as amended.
- 1.2 "Accident Information" means information that the Driver must obtain in the event of an accident and includes: (1) names and addresses of: (a) the owner and/or driver of any third party vehicle; (b) injured persons; (c) witnesses; (2) licence details of the driver of any third party vehicle; (3) registration details of any third party vehicle; (4) the name of the third party's insurance company; and (5) details of the damage to all vehicles and any third party property.
- 1.3 "Additional Fees" means any amount, other than the Rental Fee, that You are liable for under these Terms and Conditions including without limitation: (1) any amount for Damage or Loss for which You are liable pursuant to clauses 7.1, 7.2 and 7.3; and (2) any amount payable pursuant to clauses 8.5, 8.7 and 8.8.
- 1.4 "Authorised Ford Dealer" means a Dealer appointed by Ford to sell vehicles of the kind marketed from time to time by Ford in Australia.
- 1.5 "Booking" means a booking made by You via the Site for use of a vehicle, and accepted by Ford by way of a booking confirmation email sent to the email address provided by You.
- 1.6 "Car" means the vehicle booked by You and supplied under the Program (or any vehicle substituted by Ford pursuant to these Terms and Conditions) and includes its parts, components, accessories, keys and contents.
- 1.7 "Card" means the credit card used to pay the Rental Fee.
- 1.8 "Damage Contribution Fee" means AUD\$2,000.
- 1.9 "Damage or Loss" means: (1) any loss of, and all damage to, the Car during Deemed Possession other than Fair Wear and Tear; and (2) all damage to the property of any person which arises from the use of the Car during Deemed Possession.
- 1.10 "Dangerous Manner" means driving in a dangerous, reckless or careless manner and includes: (1) not keeping a proper distance between the Car and other vehicles; (2) travelling at excessive speeds; (3) sudden, extreme and unnecessary changes in direction and speed; (4) deliberately and unnecessarily setting the Car on a collision course; (5) the apparent and deliberate loss of control; or (6) driving whilst fatigued to such an extent, that the Driver should of known, or ought to have known, that there was an considerable risk of falling asleep while driving.
- 1.11 "Deemed Possession" is when the Car will be deemed to be in Your possession and/or control which is anytime during the Journey except when the Car is being serviced or repaired in accordance with these Terms and Conditions or unless the Car has been reported as stolen in accordance with these Terms and Conditions.
- 1.12 "Driver" means any person who drives the Car during Deemed Possession, including You.
- 1.13 "Driver Eligibility Rules" means the rules that must be met by any Driver, being that the driver: (1) at least 18 or 25 years of age (depending on the Car); and (2) holds a Licence
- 1.14 "Eligible Customer" means a person who: (a) (a) is a Private or Blue, Silver or Gold Business Fleet customer; and (b) purchases an Eligible Vehicle from a Selling Dealer.
- 1.15 "Eligible Vehicle" means any new or demonstrator Ford vehicle or any other vehicle designated as eligible by Ford from time to time.
- 1.16 "Enrolment Fee" means the \$250 (including GST) per week paid on applying for Membership of the Program.
- 1.17 "Fair Wear and Tear" means deterioration of the Car that Ford considers is reasonable having regard for the duration of the Journey and its usage in normal conditions within the Permitted Area.
- 1.18 "Ford" means Ford Motor Company of Australia Ltd (ABN 30 004 116 223).

- 1.19 "IVMS" means In Vehicle Monitoring System as described within Clause 12;
- 1.20 "Journey" means the period commencing on delivery of the Car to You or the Nominated Driver by the Nominated Ford Dealer and terminating when the Car has been returned to the Nominated Ford Dealer;
- 1.21 "Journey Credit" means the right to access, as a member of the Program and for the Rental Fee, a vehicle for up to one week.
- 1.22 "Late Return Fee" means AUD\$300.00.
- 1.23 "Licence" means a current drivers licence that is: (1) in English or, if not in English, is accompanied by a certified English translation; (2) valid for driving the Car; and (3) is full and unrestricted and not a learner's permit or probationary licence.
- 1.24 "Maximum Distance" means 1,500 kilometres per week.
- 1.25 "Member/Membership" means an Eligible Customer who has paid the Enrolment Fee and has applied for and been approved for Membership of the Program.
- 1.26 "Nominated Driver" means a person, if any, nominated in the Booking to collect the Car from the Nominated Ford Dealer.
- 1.27 "Nominated Ford Dealer" means the Authorised Ford Dealer nominated in the Booking that will on Ford's behalf, provide the Car in accordance with these Terms and Conditions.
- 1.28 "Operating Day" means a day that the Nominated Ford Dealer is open for business.
- 1.29 "Permitted Area" means properly constructed roads or otherwise access roads to recognised camping or accommodation grounds within Australia. Race tracks are specifically excluded.
- 1.30 "Pick Up Time" means the time and date nominated in the Booking (or another time as agreed pursuant to the Terms and Conditions) for the collection of the Car from the Nominated Ford Dealer which must be on an Operating Day and within the Nominated Ford Dealer's operating hours.
- 1.31 "Program" means Ford's 2nd Car Program.
- 1.32 "Prohibited Use" is when the Car is used (except with the express written permission of Ford): (1) by anyone under the influence of drugs or intoxicating liquor or with a blood alcohol reading exceeding the legal limit in the State or Territory in which the Car is driven; (2) in a Dangerous Manner; (3) whilst substantially damaged or in an unsafe condition; (4) by anyone who does not meet the Driver Eligibility Rules; (5) in any manner likely to cause greater strain and wear to the Car than would be caused by its use under normal conditions; (6) in any racing, pacemaking, reliability trials, speed or hill climbing contests or in preparation for any of the aforementioned activities; (7) in an area other than a Permitted Area; (8) in any manner which would contravene any law, by-law, rule or regulation of any competent authority; (9) for the conveyance of a passenger or passengers or any goods for hire, fare or reward, or for any other purpose for gain or reward; (10) to transport dangerous goods, flammable items or toxic substances; (11) to convey any load, passengers or otherwise, in excess of that for which the Car is designed, specified or constructed or which is in excess of that permitted by law; or (12) to tow or push anything.
- 1.33 "Rental Fee" means the base rental fee, if any, to be paid on Booking.
- 1.34 "Return Time" means the time and date nominated in the Booking (or another time as agreed pursuant to the Terms and Conditions) for the return of the Car to the Nominated Ford Dealer which must be on an Operating Day and within the Nominated Ford Dealer's operating hours.
- 1.35 "Roadside Assistance Incident" means an incident such as a mechanical breakdown, flat tyre, lock-out, flat battery or out of fuel where roadside assistance services will be provided by Ford's provider under the Roadside Assistance Product.

- 1.36 "Roadside Assistance Product" is the roadside assistance coverage provided with the Car as detailed on the website www.ford.com.au/ford2ndcar/ and as provided in the glove box of the Car.
- 1.37 "Selling Dealer" means an Authorised Ford Dealer, selling memberships to the Program.
- 1.38 "Serious Breach" means a breach of any of clauses 3.3, 5.4, 5.6, 5.7, 5.8 and 8.8.
- 1.39 "Site" means the website at <https://www.ford.com.au/ford2ndcar/login>.
- 1.40 "Term" is as defined in clause 2.7.
- 1.41 "Terms and Conditions" means these Terms and Conditions.
- 1.42 "Tyre Damage" means tyre damage not attributable to Fair Wear and Tear and includes without limitation tread depth up to 0.15 cms anywhere on the tyre surface or sidewall damage/plugs.
- 1.43 "Wheel Damage" means scratches of 15cm or more, or gouges of 1.27cm or more, to the wheels of the Car.
- 1.44 "You" or "Your" means a Member of the Program.

2. MEMBERSHIP

- 2.1 Membership of the Program is available to Eligible Customers on the purchase of an Eligible Vehicle.
- 2.2 To obtain Membership of the Program, an Eligible Customer must provide to the Selling Dealer: (1) a completed application form; and (2) the Enrolment Fee.
- 2.3 Where the Eligible Customer is a Blue, Silver or Gold Business Fleet customer, the Member will be the individual purchasing the Eligible Vehicle on behalf of the relevant business.
- 2.4 Ford reserves the right not to accept an application in its absolute discretion.
- 2.5 Your relationship with respect to the Program is with Ford. The Selling Dealer and Nominated Ford Dealer are acting as agents of Ford.
- 2.6 Membership is not transferable.
- 2.7 Membership continues for two years from the date of delivery of the Eligible Vehicle to the Eligible Customer ("Term").
- 2.8 The most common membership is two Journey Credits for a total of 14 days. One Journey Credit is counted by the Pick Up Time and Return Time of the Car. The shortest possible Journey is overnight. The Membership is completed upon usage of Journey Credits, or the usage of all days, whichever comes first.
- 2.9 Cars may only be driven by individuals who meet the Driver Eligibility Rules. For clarity, if You are under 18 or 25 (depending on the Car) and/or not fully licensed, You will not be able to drive a vehicle supplied under this Program.
- 2.10 Journey Credits are not transferable and cannot be redeemed for cash.
- 2.11 Using MyKey technology, our Ford 2nd Car vehicle keys have been programmed to: (1) force on the Electronic Stability Control (ESC); and (2) for Mustang, we will disable the Track Mode feature.
- 2.12 You may cancel Your Membership at any time during the Term by written notice to Ford at 2ndcar@ford.com. If You have not used any Journey Credits, Ford will refund the Enrolment Fee in full. The Enrolment Fee is not refundable if a Journey Credit has been used.
- 2.13 Ford may cancel Your Membership at any time during the Term by written notice using the email address provided. If Ford cancels a Membership due to a Serious Breach, You are not entitled to a refund of the Enrolment Fee. If Ford cancels a Membership for any other reason, it will provide a refund of the Enrolment Fee.
- 2.14 You may also seek a refund of the Enrolment Fee up to 12 months after the end of the Term provided You did not use any Journey Credits.

3. OTHER PAYMENTS

- 3.1 The Rental Fees will be displayed on the Site and it is Your sole responsibility to familiarise Yourself with and accept the Rental Fees when making a Booking.
- 3.2 Ford may at any time vary the Rental Fees. Any increase would apply to vehicles booked after the change. Where Ford increases the Rental Fees, You will be entitled to cancel Your Membership in accordance with clause 2.12.
- 3.3 You will pay to Ford: (1) the Rental Fees using the Card at the time of Booking; (2) Additional Fees within 2 days of a demand. Credit card surcharges may be payable by You.
- 3.4 You are responsible for all costs that become payable to Ford as a result of the use of the Car during the Deemed Possession regardless of whether the Car was driven by someone else.
- 3.5 You are responsible for the payment of all fines, road usage tolls or other penalties for any infringements incurred during Deemed Possession (including any requirements for contractual payments such as those issued by private car parking companies for breach of car park usage terms). If Ford is notified of an infringement during or after the Journey it will provide to the notifying authority details necessary for the authority to hold You liable for the infringement.
- 3.6 You agree that Ford may debit Your Card for all Additional Fees, after providing notice of its intention to do so in writing, unless Ford has been notified that you dispute the Additional Fees in accordance with clause 11.1.
- 3.7 Subject to complying with the Dispute resolution process described within Clause 11, Ford reserves the right to sue You to recover any amount which you fail to pay and charge You for, and You must Indemnify Ford from, all costs and expenses (including without limitation all legal costs and expenses) incurred by it resulting from Your failure to pay or in taking action to enforce compliance with these Terms and Conditions.

4. BOOKINGS AND CANCELLATIONS

- 4.1 Bookings can be made via the Site.
- 4.2 Vehicles available under the Program are subject to availability and are not available from all Authorised Ford Dealers. For clarity, vehicles under the Program may not be available from the Selling Dealer.
- 4.3 Any requests for a specific colour will try to be met but will not be guaranteed.
- 4.4 The Pick Up Time and the Return Time must be on an Operating Day and within the Nominated Ford Dealer's operating hours and as such You may not be able to collect or return the Car on a Sunday.
- 4.5 Ford may substitute the Car You select when Booking for a car of the same model.
- 4.6 Should the Car need to be collected from the Nominated Ford Dealer by someone other than You, You must nominate this person as a Nominated Driver at the time of Booking. Nominated Drivers must meet the Driver Eligibility Rules.
- 4.7 Subject to clause 4.8, You may cancel or edit a Booking at any time prior to its commencement. You can cancel a Booking via the Site. Where You wish to edit a Booking, You can do so by using the Ford 2nd Car website <https://www.ford.com.au/ford2ndcar/login> or by contacting Ford's 2nd Car representative on 13 FORD (13 3673) between 8am-6pm Monday to Friday or via email at 2ndcar@ford.com.
- 4.8 Where You cancel a Booking at least 7 days prior to the Pick Up Time, You will be entitled to a refund of the Journey Credit (to be used at a later date) and Rental Fee. Where You cancel a Booking less than 7 days prior to the Pick Up Time, You will be entitled to a refund of the Rental Fee but You will not be entitled to a refund of the Journey Credit.
- 4.9 Subject to any other rights and remedies available to You under section 10 of these Terms and Conditions, where Ford needs to cancel or change a Booking, Ford will contact You to find an alternative time convenient to You or refund the Rental Fee and Journey Credit.

5. YOUR GENERAL OBLIGATIONS

- 5.1 You agree to adhere to Your obligations as set out in these Terms and Conditions.
- 5.2 You must ensure that all other Drivers comply with these Terms and Conditions in relation to the Car.
- 5.3 During Deemed Possession, You are wholly and solely responsible for the Car, and for the manner in and the purpose for which the Car is used.
- 5.4 You warrant that all Drivers meet the Driver Eligibility Rules.
- 5.5 Drivers must: (1) maintain the Car in a clean and tidy condition; (2) operate the Car in a proper and careful manner having regard to the instructions contained in the literature provided with the Car; and (3) comply with all road rules and road related laws, by-laws and regulations, including seat belt, and child restraint requirements.
- 5.6 Drivers must: (1) keep the Car locked and secure when it is not being used and the keys under their personal control; (2) ensure that the Car is properly and safely parked and provide secure and adequate parking when it is not being used; and (3) promptly refer to the Owner's Manual provided with the Car and follow the instructions given where a warning lamp is displayed.
- 5.7 Drivers must not: (1) use the Car for a Prohibited Use; (2) smoke within the Car or allow any other person to smoke within the Car; (3) allow animals (other than assistance animals) in the Car; or (4) alter the Car or install any accessories in or to the Car without Ford's written consent (other than child and animal restraints which can be installed without written consent).
- 5.8 Drivers must use the correct fuel grade and type when refuelling and pay for all fuel:
Mustang: 95RON petrol
Ranger/Everest/Transit/Escape/Endura: Diesel
Focus: 95RON or E10 petrol

6. BREAKDOWN, ACCIDENT, THEFT & DAMAGE

- 6.1 The Car is covered by the Roadside Assistance Product. You will be liable to the roadside assistance provider for fees and charges not covered by the Roadside Assistance Product including, without limitation, where locksmith services are required.
- 6.2 Drivers agree as soon as practicable following a Roadside Assistance Incident to stop driving, call 1800 13 FORD and provide the Car's VIN number (located on the front windscreen registration sticker), registration number, location and the nature of the problem.
- 6.3 Subject to section 10 of these Terms and Conditions, Ford will not reimburse a Driver for membership costs of a road-user's service organisation, such as RACV or NRMA, if such organisation has been called upon to provide roadside assistance, repairs or maintenance.
- 6.4 Except as provided for in these Terms and Conditions, Ford will pay for all required maintenance of and repairs to the Car, including all towing or road service costs arising from any mechanical breakdown of the Car during the Journey.
- 6.5 Drivers must not try to effect any repairs or alterations to the Car or have repairs to the Car carried out without Ford's prior written consent.
- 6.6 Should the Car require maintenance or repairs (other than for a Roadside Assistance Incident), the Driver must deliver the Car to the places and persons and at the times designated by Ford.
- 6.7 Drivers must obtain an original tax invoice/receipt for any authorised repairs You pay for so such costs can be verified.
- 6.8 In the event of an accident causing any damage or injury, however slight, to another person, vehicle or animal (other than a cat or wild animal), or to any property, the Driver must stop and provide their name,

address, Driver's Licence, the registration number of the Car, and details of the Car's ownership to any person who has reasonable grounds for requiring such information.

- 6.9 In the event of an accident involving the Car causing death or injury or damage to property of an absent third party or in the event of criminal damage to the Car, or if the Car is stolen, the Driver must notify the police immediately.
- 6.10 In the event of an accident or incident involving the Car, where personal injury or death and/or damage to property (including the Car itself) has occurred, or if the Car is lost or stolen, You or the Driver (as appropriate) will: (1) notify Ford as soon as possible after such accident or incident, theft or damage (2) obtain the Accident Information; (3) complete and return the Accident Report Form within 48 hours (located in the glove box of the Car or available by calling 13 FORD (13 3673) or emailing 2ndcar@ford.com; (4) not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability; (5) permit Ford or its agents or service providers to bring, defend, enforce or settle any proceedings against a third party; (6) furnish to Ford within a reasonable time any statement, information or assistance which Ford or its insurer may reasonably require, including attending at a lawyer's office and at court to give evidence. The individual's reasonable expenses will be reimbursed by Ford; and (7) forward to Ford any claims or correspondence from third parties within seven days of receipt.
- 6.11 In the event that You report the Car stolen You must return the keys to the Nominated Ford Dealer immediately.
- 6.12 To the extent permitted by law, Ford accepts no liability for the theft of or loss of any personal belongings left in the Car during the Journey except where Ford has been reckless or negligent.

7. YOUR LIABILITY

- 7.1 Subject to clause 7.2 and 7.3, You will be liable for each incident of Damage or Loss up to the Damage Contribution Fee irrespective of fault.
- 7.2 Where the Damage or Loss has been caused or contributed to by a Serious Breach, You will be liable for that loss or damage in full and your liability will not be limited to the Damage Contribution Fee.
- 7.3 You will be liable for Wheel Damage or Tyre Damage in full and your liability will not be limited to the Damage Contribution Fee.
- 7.4 You are not released from your obligations under this section even if Ford chooses (at its absolute discretion) not to refurbish, repair, or replace the Car (as appropriate).
- 7.5 Where a third party has been identified as responsible for any Damage or Loss Ford will use reasonable endeavours to recover compensation from this party. Where Ford is able to obtain full compensation from the third party, Ford will not hold You liable to compensate it for the Damage or Loss and will refund any amount paid by You in respect of the Damage or Loss.
- 7.6 You must indemnify Ford and keep Ford harmless from all costs, claims, actions, demands, loss or damage (including all legal costs on a full indemnity basis) arising as a result of a Serious Breach.

8. COLLECTION AND RETURN OF THE CAR

- 8.1 The Car can only be collected from and returned to the Nominated Ford Dealer.
- 8.2 You or the Nominated Driver will be required to produce your Driver's Licence on collection of the Car.
- 8.3 If You or the Nominated Driver fail to collect a Car within one Operating Day of the Pick Up Time, the Booking will be cancelled, You will forfeit your Journey Credit and Rental Fees and Ford has no responsibility to provide You with a different vehicle.
- 8.4 At the commencement of your Booking, You or the Nominated Driver together with the Nominated Ford Dealer will inspect the Car together and agree on and document the extent of any visible interior or

exterior damage. The Nominated Ford Dealer will take photographs of the Car at this time which can be requested by You.

- 8.5 If You want to change the Return Time, You must contact Ford to make the request. Any amendment to the agreed return times is at Ford's discretion. Any extension where the Journey would exceed a one week period will require another Journey Credit and further rental fees will be payable.
- 8.6 Immediately upon the termination of a Booking, or at the Return Time, You must ensure that the Car is returned by You or the Nominated Driver in proper working order, good repair and clean and tidy condition and with a full tank of fuel (as per section 5.8) together with any accessories that were provided and all sets of keys of the Car, to the Nominated Ford Dealer.
- 8.7 On return of the Car, You or the Nominated Driver must meet with a representative of the Nominated Ford Dealer and if it is reasonably determined by a representative of the Nominated Ford Dealer that the Car: (1) Has travelled in excess of the Maximum Distance, You will pay AUD 50 cents per kilometre for each kilometre or part thereof exceeding the Maximum Distance. Distance will be measured using the Car's odometer. (2) Does not have a full tank of fuel, You will pay for the additional fuel required to fill the tank at AUD\$2.50 per litre. For the purpose of this clause 7.7, the fuel level of the Car at the time You return it the Nominated Ford Dealer is determined by visual inspection by the Nominated Ford Dealer of the Car's fuel gauge, and the kilometers driven, however, if a fuel amount is charged, that amount will be based on the number of litres of fuel actually put into the Car to fill the fuel tank. (3) Is not in proper working order, good repair and clean condition, You will pay all costs and expenses of returning the Car to proper working order, good repair and clean condition. This includes any odour such as cigarette/pet odour.
- 8.8 If You fail to return the Car by 5pm on the day of the Return Time or within 2 hours from the Return Time (whichever is the later), You will be liable for the Late Return Fee for every successive 24 hour period You enter until You return the Car. Where Your failure to return the Car on time means that the Journey would exceed a one week period, a further Journey Credit will be deducted from Your entitlements (if available).
- 8.9 If You fail to deliver up the Car immediately upon the termination of a Booking, or at the Return Time (whichever is applicable), then following a written demand to You to return the Car: (1) Ford may report the Car as stolen to the Police; and/or (2) Take steps to recover and repossess the Car. You irrevocably license Ford to enter any premises where the Car is reasonably suspected to be and remove it and Ford will not be liable for any damage caused and You will indemnify Ford from any liability suffered or incurred by Ford or any third party in respect of any damage, proceedings, claims, demands, costs and expenses associated with the recovery of the Car.
- 8.10 To the extent permitted by law, Ford is not liable for property left in the Car when it is returned to the Nominated Ford Dealer except where Ford has been reckless or negligent. Ford will, at Your cost, take reasonable steps to return lost property to You.

9. TERMINATION

- 9.1 Ford may terminate a Booking immediately, without liability to You, in the event of a Serious Breach.
- 9.2 Termination shall not release You from any of Your obligations under these Terms and Conditions that are intended to survive termination, including without limitation, Your obligations under clause 3.
- 9.3 Termination of a Booking will automatically terminate Your membership to the Program without refund of the Enrolment Fee.

10. OUR LIABILITY

- 10.1 Goods and services provided under the Program come with guarantees that cannot be excluded under the ACL.
- 10.2 If Ford fails to meet a statutory guarantee under the ACL then the remedies available to You are as set out in Part 5-4 of the ACL.
- 10.3 Nothing in these Terms and Conditions restricts, limits or modifies Your rights or remedies against Ford for failure of a statutory guarantee under the ACL.
- 10.4 Ford is not liable for any indirect or consequential losses or expenses suffered by You howsoever caused, including but not limited to loss of profits or opportunity, except to the extent of any liability imposed by the ACL.
- 10.5 To the extent permitted by law (including the ACL), Ford is not liable for any death or injury of any person or any loss, damage or destruction of any property, whether the loss, damage or destruction be direct, indirect or consequential loss arising from, or in connection with, in any way, directly or indirectly, the goods or services provided under the Program, other than to the extent directly caused or contributed, either wilfully or negligently, by Ford.
- 10.6 Nothing in these Terms and Conditions excludes, restricts or modifies the application of any State or Federal legislation applicable to the hire of goods which cannot be excluded, restricted or modified.

11. DISPUTES

- 11.1 In the event of a dispute regarding the Additional Fees, You must notify Ford in writing within five (5) days from the day You receive notice of the Additional Fees, of the nature and grounds of your dispute. Ford will investigate Your dispute and determine an outcome accordingly. If You disagree with Ford's decision, You must follow the dispute resolution process in clauses 11.2 to 11.7.
- 11.2 Subject to clause 11.1, if a dispute arises in relation to a matter under these Terms and Conditions, You or Ford, whoever is aggrieved, must send a written notice to the other setting out the nature of the dispute, what outcome you/it want/s and what action you/it think/s will settle the dispute. You and Ford must then endeavour to resolve the dispute by way of mutual negotiations.
- 11.3 If You and Ford are unable to resolve the dispute within 21 days after complying with clause 11.2, either You or Ford may by notice in writing to the other party ("the mediation notice") advise that you/it seeks to have the dispute resolved by mediation. The mediator is to be appointed jointly by You and Ford. Any such mediation must be held in Melbourne, Victoria, Australia, and must not be ongoing for more than two days.
- 11.4 If within seven days of the mediation notice You and Ford cannot mutually agree as to the mediator to jointly appoint, the mediator shall be as nominated by the then President of the Law Society of Victoria.
- 11.5 You and Ford will be equally liable for the fees of the mediator plus the cost of the venue, unless they agree otherwise in writing. You and Ford must pay your/its own costs of attending mediation.
- 11.6 If the dispute is not resolved at mediation, either You or Ford may then commence substantive and other court proceedings related to the dispute.
- 11.7 Notwithstanding this section, either You or Ford may seek urgent injunctive relief from a Court of Law in Victoria prior to negotiation and mediation of the dispute.

12. PRIVACY

- 12.1 Ford collects Your personal information, including payment information, and personal information of the Nominated Driver in order to administer the Program and provide Members with Membership benefits. If You or the Nominated Driver do not provide certain information (e.g. evidence of his/her driver's licence details) Ford will not be able to supply the Car. Ford will send You emails in relation to Your Booking, including confirmation of Your Booking and reminders of upcoming Pick Up or Return Times. By making a Booking, you consent to receiving these emails. Ford may disclose the personal information collected to its dealers, its related companies and third parties who provide Ford with (or help Ford provide) products and services including payment services, including in overseas locations such as China, Singapore, USA and India. Ford's privacy policy (available at www.ford.com.au) states how an individual can seek to access or correct any personal information Ford holds about them, how to complain about a privacy breach by Ford and how Ford will deal with a privacy complaint.
- 12.2 If You provide personal information about another person to Ford or its agents or contractors, You warrant that this information is provided with the consent of the individual concerned and that You have the authority to act on their behalf.

13. MISCELLANEOUS

- 13.1 You acknowledge that You do not have any property interest in the Car and You agree that You will not transfer or purport to transfer any property interest in the Car.
- 13.2 Any written notice required to be given under these Terms and Conditions must be given by way of email to the address provided by the other party. Such notice will be taken to have been given on confirmation of successful transmission.
- 13.3 The law of Victoria from time to time governs the Terms and Conditions. The parties agree to the non-exclusive jurisdiction of the courts of Victoria, the Federal Court of Australia, and of courts entitled to hear appeals from those Courts.
- 13.4 Ford's failure to enforce any of these Terms and Conditions shall not be construed as a waiver of any of Ford's rights.
- 13.5 If a clause is unenforceable it must be read down to be enforceable or, if it cannot be read down, the term must be severed from these Terms and Conditions, without affecting the enforceability of the remaining terms.
- 13.6 Ford may provide the Selling Dealer or its employees with other monetary or non-monetary benefits to reward performance. Performance may be assessed by taking into account the volume of memberships and other products sold or distributed by the Selling Dealer or by the particular employee.