



Victorian Alcohol Interlock Program

Conditions of Approval

Supply, Installation and Maintenance of Approved Alcohol Interlocks

Issued by

Roads Corporation trading as VicRoads

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keeping victorians connected



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1 Introduction

Purpose

- 1.1 This document sets out the conditions imposed by VicRoads under section 50AAF of the RSA in relation to the approval of alcohol interlocks and Suppliers.
- 1.2 If any legislative provision referred to in this document is amended or replaced, the reference in this document must be taken to be a reference to the new or amended provision from the time the new or amended provision takes effect.

2 VicRoads' legislative obligations

Variation and revocation of conditions and imposition of new conditions

- 2.1 Under section 50AAF of the RSA VicRoads may at any time vary or revoke a condition on an approval which it has given or impose a new condition on an approval which it has given by:
 - 2.1.1 providing written notice to the Supplier concerned; and
 - 2.1.2 allowing the Supplier no more than ten (10) working days to make written representations about the proposed action (unless VicRoads considers that it is in the interests of public safety for the proposed action to take effect immediately).
- 2.2 If VicRoads immediately varies or revokes or imposes a new condition on an approval in the interests of public safety under section 50AAF(4), the Supplier whose approval is affected by a decision of VicRoads may require VicRoads to hold an inquiry into the decision.

Cancellation of approval or variation to types of alcohol interlocks

- 2.3 Under section 50AAH of the RSA, VicRoads may cancel or vary an approval for a type of alcohol interlock if it considers that the Approved Alcohol Interlock is defective or is no longer suitable to meet the requirements of the Victorian Alcohol Interlock Program.

Suspension or cancellation of an Approved Alcohol Interlock Supplier

- 2.4 Under section 50AAI of the RSA, VicRoads may cancel or suspend an approval or vary the conditions of such approval for various reasons, including circumstance where the Supplier has failed to comply with any requirement under these Conditions.

3 Definitions

- 3.1 The following terms and definitions relating to this document include:

Accredited Agency has the same meaning as under section 3 of the RSA.

Alcohol Interlock Condition means a condition on a driver licence or learner permit under which the holder is only permitted to drive a motor vehicle in which an Approved Alcohol Interlock has been installed, and maintained, by an Approved Alcohol Interlock supplier or a person or body authorised by such a supplier;

Approved Alcohol Interlock means a device approved under section 50AAE of the RSA;

Authorised Service Agent means a person or body engaged and authorised by the Supplier to install and maintain Approved Alcohol Interlocks;

BAC means breath alcohol concentration;

Business Procedures Manual means the *Victorian Alcohol Interlock Program – Business Procedures Manual* produced by VicRoads and provided to the Supplier, as amended from time to time;

Circumvention means an overt, conscious attempt to start or operate a motor vehicle without performing and passing a breath test or Retest, “circumventing” has the same meaning;

Conditions mean these Conditions of Approval for Suppliers of Approved Alcohol Interlocks, as amended from time to time;

Developed IP means the Intellectual Property Rights in all documents, code and other material, including all data and data compilations, that are created or developed by the Supplier in the course of providing the Services;

Device IP Rights means the Supplier’s Intellectual Property Rights to sell or lease each Approved Alcohol Interlock;

Eligible Concession Holder means a person who is entitled under the Road Safety (Drivers) Regulations 2009 to pay the concessional rate of the Government Fee;

Employee means a person who is employed and authorised by the Supplier to install and maintain Approved Alcohol Interlocks;

Fit and proper person to be employed or engaged in the provision of the Services means that the person:

- (a) possesses the competence, character, diligence, experience, honesty, integrity and judgement to properly provide the Services; and
- (b) is not disqualified by law from performing their role in the provision of the Services; and
- (c) either has no conflict of interest in performing their role in the provision of the Services. or any conflict that exists will not create a material risk that the person will fail to properly perform their role in the provision of the Services; and
in the case of an Authorised Service Agent is also:
 - (d) competent to operate a business (as demonstrated by the person’s knowledge, skills and experience).

Government Fee means the cost recovery fee in respect of the Victorian Alcohol Interlock Program determined by VicRoads under section 50A of the RSA.

Guidelines mean the *Alcohol Interlock Guidelines*, published in the Victorian Government Gazette (as amended from time to time);

Independent in relation to a testing laboratory means a laboratory that is qualified to test alcohol ignition interlock devices or samples which is not affiliated with a manufacturer of interlock devices;

Insolvency Event means:

- (a) the Supplier is or becomes unable to pay its debts as and when they fall due or is otherwise presumed to be insolvent under applicable insolvency laws;
- (b) the Supplier suspends or threatens to suspend payment of its debts;
- (c) a liquidator, administrator, receiver or other insolvency official is appointed in relation to the business of the Supplier; or
- (d) the Supplier enters into an arrangement with its creditors for the payment of less than the full amount of its debts;

Installation means the fitting of an Approved Alcohol Interlock into a Vehicle and making it ready for use, and “install” has a corresponding meaning;

Intellectual Property Rights means rights under applicable intellectual property laws, including any rights under a licence or patent, trademark or copyright law;

JAS-ANZ means the Joint Accreditation System of Australia and New Zealand;

Lock Out means a period during which an Approved Alcohol Interlock will prevent a vehicle engine from starting;

Maintenance, in relation to an Approved Alcohol Interlock, includes the inspection and re-calibration of the device, and the downloading of data and information about the use of the Approved Alcohol Interlock, and “maintain” has a corresponding meaning;

Other Supplier means another Supplier who is approved to supply, install and Maintain Approved Alcohol Interlocks for the Victorian Alcohol Interlock Program.

Participant means a person whose driver licence or learner permit is subject to an Alcohol Interlock Condition as defined in section 3 of the RSA;

Permanent Lock Out means a Lock Out that continues until the Approved Alcohol Interlock is returned to the supplier for Maintenance;

Personal Information means information that identifies an individual or from which an individual's identity can be reasonably ascertained;

Privacy Law means a law that relates to the collection, use, disclosure and handling of Personal Information, and includes:

- (a) the Information Privacy Act 2000 (Vic);
- (b) the Privacy Act 1988 (Cth);
- (c) the Health Records Act 2001 (Vic);
- (d) the Road Safety (Drivers) Regulations 2009; and
- (e) Part 7B of the Road Safety Act 1986 (Vic);

Records mean all the information and documentation, in either hard copy or electronic form, relating to the supply, Installation, Maintenance and removal of an Approved Alcohol Interlock;

Related Party in relation to the Supplier means any person or entity who:

- (a) has control or significant influence over the Supplier; or
- (b) is a family member or business partner of a director of the Supplier; or
- (c) is a parent company or related company of the Supplier; or
- (d) is in a partnership or joint venture with the Supplier; or
- (e) is part of the Supplier's management team.

Reports mean any report as specified in clause 6.32;

Retest, in relation to a motor vehicle fitted with an Approved Alcohol Interlock, means a breath alcohol test performed after the vehicle engine has started;

Road Safety (Drivers) Regulations 2009 includes any statutory rule re-making (with or without modification) to the Road Safety (Drivers) Regulations 2009;

Road Safety (Vehicles) Regulations 2009 includes any statutory rule re-making (with or without modification) to the Road Safety (Vehicles) Regulations 2009;

RSA means the *Road Safety Act 1986*;

Services mean the services the Supplier is approved to provide under these Conditions;

Supplied Property means property provided by VicRoads to the Supplier, as described in clause 4.25;

Supplier means a person or body that is authorised under section 50AAE of the RSA to supply Approved Alcohol Interlocks;

Tamper means an overt, conscious attempt to physically alter or disable an alcohol interlock, or disconnect it from its power source so a person can start the motor vehicle without performing or passing a breath test, "tampering" has the same meaning;

Temporary Lock Out means a Lock Out that applies for a predefined period of either five (5) or thirty (30) minutes as the case requires;

Vehicle refers to three categories of vehicles:

- (a) Light vehicle means vehicle \leq 4.5 tonnes Gross Vehicle Mass (GVM) and a seating capacity of $<$ 10 including the driver;
- (b) Heavy vehicle means a vehicle $>$ 4.5 tonnes Gross Vehicle Mass (GVM) and a seating capacity \geq 10 including the driver; and
- (c) Motor cycle means a two wheeled motor vehicle \geq 50 cc

VicRoads means the Roads Corporation continued under section 80 of the *Transport Integration Act 2010*;

VicRoads Alcohol Interlock Management System means a system managed by or on behalf of VicRoads that facilitates the management of Participants, including the storing of and access to Records relating to compliance by Participants;

Victorian Alcohol Interlock Program means the scheme where a driver licence or learner permit is subject to an Alcohol Interlock Condition under Part 5 of the RSA;

VicRoads Systems means VicRoads' computer network, internet operations, intranet, digital systems and digital records;

VSI refers to a Vehicle Standard Information sheet published by VicRoads.

Note: Vehicle Standard Information sheets apply to vehicles registered in Victoria. Modifications to vehicles have the potential to adversely affect a vehicle's compliance with the Standards for Registration, its structural integrity, the operation of its safety systems or its handling characteristics. It is for this reason that Regulation 257 of the Road Safety (Vehicles) Regulations 2009 states that a person must not use on a highway a modified vehicle unless the modification has been approved by VicRoads or has been carried out in accordance with guidelines published by VicRoads (specifically, the VSI sheets).

4 General Conditions

Compliance

- 4.1 The approval granted by VicRoads for the supply, Installation and Maintenance of Approved Alcohol Interlocks is contingent on ongoing compliance by the Supplier, its Employees and its Authorised Service Agents with the following requirements:
- 4.1.1 Sections 50AAE - 50AAKA of the RSA;
 - 4.1.2 the Road Safety (Drivers) Regulations 2009;
 - 4.1.3 the Guidelines;
 - 4.1.4 the Conditions (this document); and
 - 4.1.5 the Business Procedures Manual.
- 4.2 The Supplier must ensure that it, its Employees and its Authorised Service Agents provide the Services in accordance with all applicable State and Commonwealth legislation, regulations, rules, standards and policies.
- 4.3 The Supplier must ensure that it, its Employees and its Authorised Service Agents continue to comply with the relevant requirements specified in clause 4.1 for the supply, Installation and Maintenance of an Approved Alcohol Interlock unless it can be shown that the non-compliance results from acts or omissions beyond its control, such as, damage to an Approved Alcohol Interlock through misuse, vandalism or motor vehicle accident.
- 4.4 The Supplier must immediately notify VicRoads in writing, of any circumstances which arise that may jeopardise the ability of the Supplier, its Employees or its Authorised Service Agents to properly supply, install or maintain Approved Alcohol Interlocks, or to comply with the requirements specified in clause 4.1.
- 4.5 The Supplier must continue to be a Fit and Proper person to install and maintain Approved Alcohol Interlocks, and must immediately notify VicRoads in writing of any circumstances which would reasonably affect VicRoads' assessment of the Supplier as a Fit and Proper person.
- 4.6 The Supplier must immediately notify VicRoads in writing if it becomes aware of a change to any information or fact relating to the Supplier which is required to be included in an application for approval under section 50AAE (whether or not it was actually included in the Supplier's application for approval) or any other change which may affect its eligibility for approval to provide the Services after approval has been granted.
- 4.7 The Supplier must immediately notify VicRoads in writing if the Supplier becomes aware that any of its Employees or Authorised Service Agents:
- 4.7.1 no longer meets the applicable eligibility criteria and conditions for authorisation in accordance with the requirements in the Business Procedures Manual; or

- 4.7.2 has failed to carry out Installation and Maintenance in accordance with the requirements in the Business Procedures Manual; or
 - 4.7.3 has paid any fee or commission to any body or person for the purpose of seeking, gaining or receiving any referral or engagement for the Installation or Maintenance of Approved Alcohol Interlocks; or
 - 4.7.4 is associated with or employed by an Accredited Agency or provides accredited driver education services.
- 4.8 If the Supplier notifies VicRoads under clause 4.7, the Supplier must not permit or allow the personnel to carry out any further Services until VicRoads notifies the Supplier in writing that the personnel may do so.
- 4.9 If VicRoads becomes aware that the Supplier has not complied with the notification requirements in clauses 4.4, 4.6 or 4.7, it may suspend or revoke the Supplier's approval in accordance with clause 2.4.

Quality Assurance

- 4.10 The Supplier must have a quality management system that is in accordance with the requirements of the Australian/New Zealand Standard AS/NZS ISO 9001: *Quality management systems*, as amended from time to time.
- 4.11 The quality management system must incorporate written procedures for:
- 4.11.1 training of Employees and Authorised Service Agents on the methods to be applied to the Installation and Maintenance of an Approved Alcohol Interlock; and
 - 4.11.2 training of Participants in the use of an Approved Alcohol Interlock; and
 - 4.11.3 preparation and distribution of Reports; and
 - 4.11.4 managing Records and information; and
 - 4.11.5 protecting Personal Information and complying with Privacy Laws; and
 - 4.11.6 managing an emergency call service (help line); and
 - 4.11.7 collection and reimbursement of the Government Fee.

Insurance

- 4.12 The Supplier must effect and maintain the following insurances on the terms specified in Schedule 1 within fourteen (14) days of being approved and before supplying any alcohol interlock under authority of that approval:
- 4.12.1 product and public liability insurance (one policy);
 - 4.12.2 professional indemnity insurance; and
 - 4.12.3 workers' compensation insurance.

- 4.13 If the Supplier authorises a service agent to install or maintain Approved Alcohol Interlocks, the Supplier must ensure that the Authorised Service Agent procures and maintains the following insurances on the terms specified in Schedule 1 within fourteen (14) days of being authorised and before supplying any Approved Alcohol Interlock under the authorisation:
- 4.13.1 public liability insurance; and
 - 4.13.2 workers' compensation insurance.
- 4.14 The Supplier and its Authorised Service Agents must, if required to do so by VicRoads, provide proof that the policies of insurance required under these Conditions have been procured and maintained.
- 4.15 The Supplier and its Authorised Service Agents must comply with and observe the terms of all required insurance policies and must not do anything which may or will result in any policy being rendered void or voidable.
- 4.16 If the Supplier fails to maintain any policy required under these Conditions, VicRoads may suspend or cancel the Supplier's approval in accordance with clause 2.4.

Financial stability

- 4.17 The Supplier must remain financially solvent and able to pay its debts when they fall due, and must immediately notify VicRoads if any Insolvency Event occurs in relation to it.

VicRoads personnel

- 4.18 VicRoads appoints the Account Executive named in Schedule 1 as its authorised representative for the purposes of managing VicRoads' responsibilities for the provision of Services for the Victorian Alcohol Interlock Program.
- 4.19 VicRoads also appoints the VicRoads representatives named in Schedule 1. The VicRoads representatives will be responsible for the day to day administration of the provision of Services for the Victorian Alcohol Interlock Program.

Supplier personnel

- 4.20 The Supplier appoints the Account Executive named in Schedule 1 as its authorised representative under and for the purposes of the provision of Services for the Victorian Alcohol Interlock Program.
- 4.21 The Supplier must notify VicRoads of the name of that Account Executive within fourteen (14) days of the date of the acknowledgement of these Conditions of Approval.

Disputes

- 4.22 If a dispute arises under these Conditions, the Supplier may activate dispute resolution by sending a written notice of dispute to VicRoads, giving full particulars of the nature and extent of the dispute. If the dispute is not resolved within twenty eight (28) days after the date the

notice of dispute was sent, the Supplier may by notice to VicRoads refer the dispute to a panel consisting of the two Account Executives and a senior VicRoads executive.

- 4.23 The Supplier may not commence any legal proceedings in relation to the dispute unless the dispute fails to be resolved by the panel within thirty (30 days) after the date the written referral was sent.
- 4.24 Despite the existence of a dispute, the Supplier must continue to perform its obligations under these Conditions.

Materials supplied by VicRoads

Supplied property

- 4.25 VicRoads may supply the Supplier with property in order to allow the Supplier to perform its obligations under these Conditions, including but not limited to the property specified as supplied property in Schedule 1.
- 4.26 To the extent that VicRoads provides the Supplier with Supplied Property, VicRoads grants it, its Employees and Authorised Service Agents a non-exclusive, non-transferable licence to use the Supplied Property solely for the provision of the Services.
- 4.27 The Supplier must ensure that it, its Employees and its Authorised Service Agents (to the extent that those personnel access the Supplied Property):
- 4.27.1 take all reasonable care in accessing and/or using the Supplied Property;
 - 4.27.2 only access or use the Supplied Property for the purposes of providing the Services;
 - 4.27.3 do not interfere with, disrupt or cause damage to the Supplied Property;
 - 4.27.4 ensure that the Supplied Property is protected from unauthorised access, use or misuse, damage or destruction by any person;
 - 4.27.5 do not purport to confer any rights in or grant any security interest over or in respect of the Supplied Property.
- 4.28 Upon the expiry or termination of the approval, the Supplier must take all reasonable steps to allow VicRoads or its personnel to remove the Supplied Property, including by allowing VicRoads or its personnel to access any relevant premises during business hours.

Intellectual property

Pre-existing IP

- 4.29 All Intellectual Property Rights belonging to a party and subsisting in any document, material, electronic record, data, work product, system, methodology, concept or information at the date of signing these Conditions will be retained by that party.

Developed IP

- 4.30 The Supplier grants VicRoads an ongoing licence to use, modify and exploit the Developed IP. Subject to that licence, the Supplier retains all rights to the Developed IP.

Licence to Supplier

4.31 VicRoads grants the Supplier a non-exclusive, non-transferable, limited licence to use any material VicRoads supplies to it in which VicRoads holds Intellectual Property Rights, provided that the Supplier's use is solely for the purpose of providing the Services and fulfilling its obligations under these Conditions. Upon the expiry or termination of the approval, the Supplier must cease using this material and, to the extent practically feasible, return this material to VicRoads.

No infringement

4.32 The Supplier must not infringe the Intellectual Property Rights of VicRoads or any third party.

4.33 A party must notify the other party in writing as soon as practicable of any claim or demand made, or action, suit or proceeding threatened or brought against it, arising from the infringement or alleged infringement of any Intellectual Property Rights in connection with these Conditions.

Moral rights

4.34 The Supplier agrees to procure from its Employees and its Authorised Service Agents involved in the provision of the Services, their irrevocable and unconditional consent to VicRoads using, modifying and exploiting the Developed IP in any way which would, but for their consent, constitute an infringement of any of their moral rights.

Warranties

General Warranties

4.35 The Supplier represents and warrants to VicRoads on a continuing basis that:

4.35.1 it has full corporate power to accept and give effect to these Conditions;

4.35.2 it has taken all necessary action to accept to and comply with these Conditions;

4.35.3 at the date of these Conditions, the acceptance of these Conditions by it does not contravene any contractual, legal or other obligations that apply to it;

4.35.4 its obligations under these Conditions will be valid, binding and enforceable; and

4.35.5 unless otherwise stated, it does not accept these Conditions as trustee of any trust.

Performance of Services

4.36 The Supplier represents and warrants to VicRoads on a continuing basis that:

4.36.1 it holds all licences, permits, consents and authorisations required under any law in relation to the provision of the Services and will continue to do so at all times;

4.36.2 any goods, equipment or materials provided by it in connection with the Services will be of merchantable quality and fit for the purposes described in these Conditions or otherwise made known to it by VicRoads;

4.36.3 it will perform all Services in a professional manner with due care and skill;

4.36.4 it will perform the Services in compliance with all laws of any kind applying to the provision of the Services;

4.36.5 in performing the Services, the Supplier will not infringe the Intellectual Property Rights or any other rights of any other person; and

4.36.6 it will take care in accessing or utilising the VicRoads Systems and will take all reasonable steps to ensure that its personnel do not interfere with, disrupt or cause any damage to the VicRoads Systems, including by taking steps to prevent viruses from being introduced to the VicRoads Systems.

4.37 VicRoads will not be responsible for any defects or performance issues that are caused to vehicle owners and the public by the Supplier's Employees and Authorised Service Agents when performing the Services. The Supplier must take all reasonable steps to mitigate such defects or performance issues.

Improper inducement, influence or behaviour

4.38 The Supplier represents and warrants on a continuing basis that it has not done anything in an improper or unlawful manner to induce, reward or influence any person in relation to these Conditions including:

4.38.1 directly or indirectly offering, soliciting, giving, receiving or agreeing to give any gift, commission, rebate, money or consideration of any kind as an inducement or reward for any act or omission;

4.38.2 seeking to influence decisions by improper means; and

4.38.3 any other conduct which would constitute a breach of the Secret Commissions provisions of the *Crimes Act 1958* (Vic) or similar provisions in other jurisdictions.

4.39 The Supplier represents and warrants on a continuing basis that it has not procured any advice given to or received by a third party in connection with these Conditions, in contravention of section 179 of the *Crimes Act 1958* (Vic).

Conflict of interest

4.40 The Supplier must immediately notify VicRoads if:

4.40.1 any Related Party of the Supplier becomes an Accredited Agency; or

4.40.2 any Related Party of the Supplier applies for or obtains approval under section 50AAE of the RSA.

4.41 Following such a notification, VicRoads may exercise any of its powers under section 50AAF(3) or (4) in order to avoid a conflict of interest on the part of the Supplier.

Indemnity

4.42 The Supplier continually indemnifies VicRoads and its personnel (for the purposes of this clause 4.42, "the indemnified") against, all loss suffered or incurred by any of the indemnified arising out of or in connection with:

4.42.1 any infringement by the Supplier or its Employees or its Authorised Service Agents of the Intellectual Property Rights of VicRoads or a third party;

4.42.2 any deliberate unlawful act of the Supplier or its Employees or its Authorised Service Agents; and

4.42.3 death or personal injury, loss of or damage to tangible property caused by an act or omission of the Supplier.

Termination

Termination for convenience

4.43 The Supplier may notify VicRoads that it is terminating its supply, installation and maintenance of Approved Alcohol Interlocks on provision of ninety (90) days written notice to VicRoads (the termination date).

4.44 On the termination date the Supplier must:

4.44.1 return to VicRoads all equipment, information, documents, records and other property belonging to VicRoads and used by it in the provision of the Services (including the Supplied Property), or which is otherwise in the Supplier's possession or control; and

4.44.2 disconnect or disable any electronic link that has been established between the Supplier and VicRoads Systems for the purpose of performing obligations under these Conditions.

Effect of suspension, cancellation or termination of approval

4.45 If the Supplier's approval is suspended or cancelled under section 50AAE of the RSA or it notifies VicRoads of its termination under clause 4.43, the Supplier must at its own expense:

4.45.1 provide to VicRoads a list of each of the Participants to whom it has been supplying Services, together with their updated contact information, within seven (7) days after the date of the suspension or cancellation;

4.45.2 provide to VicRoads, within forty five (45) days after the suspension or cancellation, in respect of each of the Participants to whom it has been supplying Services, a partial report in the format required by section 50AAAB(3) or section 50AAB(5) of the RSA, covering all data gathered in relation to that Participant until thirty (30) days after the date of the suspension or cancellation; and

4.45.3 provide all of its Records to VicRoads, in electronic format or hard copy, within ninety (90) days after the date of the suspension or cancellation.

4.46 The obligations set out in clause 4.45 will continue to apply after the Supplier's approval to supply, install and maintain Approved Alcohol Interlocks ends or after the termination date.

5 Conditions for the supply of Approved Alcohol Interlocks

Accreditation

- 5.1 The Supplier must maintain the following documentary evidence of the:
- 5.1.1 ongoing Device IP Rights for the Approved Alcohol Interlock: and
 - 5.1.2 certification of the Approved Alcohol Interlock as complying with European Standard BS EN 50436-1: "Alcohol interlocks – Test methods and performance requirements, Part 1: Instruments for drink-driving-offender programs" (published by BSI Standards Limited on 31 January 2014) as amended from time to time or another substantially identical standard. That certification must be obtained from an independent laboratory that is:
 - (a) accredited according to BS EN ISO/IEC 17025 'General requirements for the competence of testing and calibration laboratories' (published by BSI Standards Limited on 29 June 2005) as amended from time to time and the scope of that accreditation must include breath alcohol measuring instruments; or
 - (b) designated by the International Organization of Legal Metrology (OIML) to perform tests according to OIML R 126 'Evidential breath analysers' (as amended from time to time).
 - 5.1.3 Certification that that the Approved Alcohol Interlock complies with the:
 - (a) technical requirements specified in Part A of Schedule 1; and
 - (b) configuration requirements specified in Part B of Schedule 1.That certification must be obtained from:
 - (i) an independent laboratory or certification body that is accredited or approved by JAS-ANS; or
 - (ii) VicRoads; or
 - (iii) a person or body approved by VicRoads.
- 5.2 The Supplier must provide written advice to VicRoads within five (5) working days of it becoming aware that any approval, recognition or certification of the Approved Alcohol Interlock device is denied, suspended or revoked by any jurisdiction or government.
- 5.3 The Supplier must ensure that its Device IP Rights are current and valid at all times.
- 5.4 The Supplier must provide written advice to VicRoads at any time if there is any change to Device IP Rights, including if legal proceedings are commenced in relation to those Device IP Rights.

Validation of Approved Alcohol Interlock

- 5.5 If legislative changes are made to the requirements of the Victorian Alcohol Interlock Program, VicRoads may request the Supplier to have any Approved Alcohol Interlock re-certified against the new requirements.
- 5.6 The Supplier must bear all costs associated with any re-certification process.

Personnel employed or engaged by the Supplier

- 5.7 The Supplier must ensure that any person it employs or engages to provide the Services::
- 5.7.1 has suitable qualifications and the necessary experience to install and maintain Approved Alcohol Interlocks; and
 - 5.7.2 is and continue to be of good character and has undergone a police check prior to their employment or engagement to install and maintain Approved Alcohol Interlocks; and
 - 5.7.3 has been provided with the necessary training and documentation and has obtained the necessary level of competency to effectively install and maintain Approved Alcohol Interlocks; and
 - 5.7.4 understand the requirements in relation to confidentiality and security of personal information belonging to Participants and has signed undertakings in the form of a Confidentiality Deed set out in Schedule 3; and
 - 5.7.5 understand the requirements in undertaking the provision of the Services under these Conditions and has signed undertakings in the form of the Terms and Conditions of Employment and Engagement set out in Schedule 4; and
 - 5.7.6 has an understanding and working knowledge of health and safety laws and policies.
- 5.8 The Supplier must immediately notify VicRoads if:
- 5.8.1 it becomes aware that any of its Employees or its Authorised Service Agents have been convicted of any criminal offence involving fraud or dishonesty, or any other offence that is punishable by imprisonment; or
 - 5.8.2 it has reasonable grounds to consider that any of its Employees or its Authorised Service Agents is not of good character.
- 5.9 The Supplier must maintain all personnel records of its Employees and Authorised Service Agents in accordance with the requirements in the Business Procedures Manual.

Supplier personnel and service agents subject to an Alcohol Interlock Condition

- 5.10 The Supplier must ensure that any employee or any Authorised Service Agent subject to an Alcohol Interlock Condition on their driver licence or learner permit does not install or maintain an Approved Alcohol Interlock on their own vehicle or any vehicle they drive.

Supply of Services

- 5.11 The Supplier must ensure that it only :
- 5.11.1 supplies:
 - (a) the Approved Alcohol Interlocks specified in Schedule 1; and

- (b) is configured in accordance the Victorian Alcohol Interlock Program requirements as specified in Schedule 2; and

5.11.2 installs and maintains Approved Alcohol Interlocks referred to in clause 5.11.1 in Vehicles as specified in Schedule 1.

5.12 The Supplier must obtain prior written approval from VicRoads to install and maintain an Approved Alcohol Interlock which does not meet the requirements specified in clause 5.11.1 (b). Approval will only be given in unique circumstances where VicRoads considers that the integrity of the Victorian Alcohol Interlock Program and the safety of all road users would not be compromised.

Access to services

5.13 The Supplier must maintain a service delivery network that allows any Victorian Alcohol Interlock Program Participant in Victoria to access:

5.13.1 the Services within 150 kilometres (kms) by road of that Participant's normal place of residence or employment in Victoria; and

5.13.2 the Services at the same price as all other Participants, regardless of location; and

5.13.3 a twenty four (24) hour, seven (7) day a week emergency call service (help line) to deal with Approved Alcohol Interlock faults and issues with device operation; and

5.13.4 the Services (excluding services provided from mobile vans) by appointment during normal business hours (9.00 am to 5.00 pm Monday to Friday, excluding public holidays).

5.14 The Supplier must not decline or refuse to provide the Services to a Participant due to their:

5.14.1 place of employment or residence in Victoria; or

5.14.2 eligibility for a concessional rate; or

5.14.3 age, gender, religion, ethnicity, sexual orientation or disability.

Standard of services

5.15 The Supplier must provide the Services in accordance with:

5.15.1 all applicable State and Commonwealth legislation, regulations, rules, standards and policies; and

5.15.2 all the operational requirements set out in the Business Procedures Manual; and

5.15.3 any reasonable instructions or directions given by the VicRoads Account Executive or a duly authorised representative of the VicRoads Account Executive.

5.16 The Supplier must meet all the services standards as required by the Business Procedures Manual.

Supplier relationship with service agents and Participants

- 5.17 The Supplier must develop and implement commercial arrangements, in the form of standard:
 - 5.17.1 service agreement with each of its Authorised Service Agents; and
 - 5.17.2 leasing agreement with each Victorian Alcohol Interlock Program Participant who requests the Services from the Supplier.
- 5.18 The Supplier must ensure that the standard service and leasing agreements:
 - 5.18.1 include any terms and conditions required by the Business Procedures Manual: and
 - 5.18.2 are stored and maintained as required by the Business Procedures Manual.

6 Conditions for the Installation, Maintenance and removal of Approved Alcohol Interlocks

Liability for repairs

- 6.1 The Supplier will be liable for the cost of repairs to an Approved Alcohol Interlock other than those resulting from acts or omissions beyond their control (such as, for example, damage to an Approved Alcohol Interlock through misuse, vandalism or motor vehicle accident).

Labelling

- 6.2 The Supplier must ensure that the requirements for attaching a label to a vehicle as specified in clauses 6.4.4 and 6.4.5 comply with the wording and specifications as set out in the Business Procedures Manual.

Exemption or removal of an Alcohol Interlock Condition on medical grounds

- 6.3 When a person whose drivers licence or learner permit is subject to an Alcohol Interlock Condition is applying to VicRoads for a medical exemption from or the removal of that condition, the Supplier must ensure that its Employees and its Authorised Service Agents comply with the requirements as set out in the Business Procedures Manual.

Installation

- 6.4 The Supplier must ensure that its Employees or its Authorised Service Agents:
- 6.4.1 obtain written agreement from the Participant to the terms and conditions for the supply, Installation and Maintenance of the Approved Alcohol Interlock as specified in clause 5.17.2; and
 - 6.4.2 collect the Government Fee, including application of concessional rates for Eligible Participants, as set out in clause 7; and
- 6.5 The Supplier must ensure that:
- 6.5.1 the Approved Alcohol Interlock is configured in a manner that is consistent with the requirements specified in Schedule 2; and
 - 6.5.2 the Approved Alcohol Interlock is fixed or mounted in a position that does not interfere with any of the vehicle safety features, such as seat belts and airbags, and does not distract or impede the driver in any manner from the safe and legal operation of the vehicle. The Installation must comply with the following Vehicle Standards Information (VSI) documents:
 - (a) VSI 8 - *Guide to Modifications for Motor Vehicles*, October 2011, as amended from time to time (see in particular Part 9.3 - Protrusions); and
 - (b) VSI 29 - *Drivers Field of View Requirements*, January 2000, as amended from time to time; and

The VSI documents are available in PDF format by accessing VicRoads website at <http://www.vicroads.vic.gov.au>

- 6.5.3 the Approved Alcohol Interlock is programmed to schedule the first Maintenance service in accordance with the requirements as set out in the Business Procedures Manual.; and
- 6.5.4 a clearly visible label is securely attached adjacent to the vehicle battery or engine bay of the relevant vehicle that includes:
 - (a) a warning that an Approved Alcohol Interlock has been installed in the vehicle; and
 - (b) the contact details of the relevant Supplier; and
 - (c) an instruction requiring the Supplier to be notified before any mechanical work is commenced if the proposed mechanical work requires the disconnection of the vehicle battery for more than twenty (20) minutes;
- 6.5.5 a clearly visible label is attached to the vehicle cabin with a warning that the vehicle is fitted with a camera; and
- 6.5.6 a digital photograph must be captured of the Participant in the driver's seat of the vehicle using the camera accessory of the Approved Alcohol Interlock installed in the Participant's vehicle; and
- 6.5.7 Installation Records are updated, maintained and securely stored in accordance with the requirements in the Business Procedures Manual; and
- 6.5.8 the Participant is provided with:
 - (a) the necessary training in the use of the Approved Alcohol Interlock; and
 - (b) any communications material or brochures supplied by VicRoads outlining the requirements of the Victorian Alcohol Interlock Program; and
- 6.5.9 any other Installation requirements set out in the Business Procedures Manual, as amended from time to time.

Maintenance

- 6.6 The Supplier must ensure that :
 - 6.6.1 the Approved Alcohol Interlock is thoroughly inspected and any device fault is rectified:
 - (a) as soon as possible, if a fault is detected during a scheduled Maintenance service; or
 - (b) otherwise no more than seven (7) days after the date the fault had been advised; and.

- 6.6.2 the Approved Alcohol Interlock is programmed to schedule the next Maintenance service in accordance with the requirements as set out in the Business Procedures Manual.; and
- 6.6.3 the data captured by the Approved Alcohol Interlock for the past period is securely downloaded, recorded and stored in an encrypted format; and
- 6.6.4 Maintenance Records for the Approved Alcohol Interlock are updated, maintained and securely stored in accordance with the requirements as set out in the Business Procedures Manual; and
- 6.6.5 the Government Fee is collected including the application of concessional rates for eligible Participants, as set out in clause 7.11; and
- 6.6.6 it complies with any other Maintenance requirements set out in the Business Procedures Manual, as amended from time to time.

Service unlock and access codes

- 6.7 The Supplier must ensure that its Employees and its Authorised Service Agents comply with the conditions for providing service unlock and access codes for Approved Alcohol Interlocks in accordance with any requirements as set out in the Business Procedures Manual.

Replacement

- 6.8 If under section 50AAH of the RSA the approval of an Approved Alcohol Interlock is cancelled or varied, the Supplier must:
 - 6.8.1 In the case of a cancellation under section 50AAH(1)(a) because the type or version of an Approved Alcohol Interlock no longer meets the requirements of the Victorian Alcohol Interlock Program, immediately notify all Participants using that Approved Alcohol Interlock that they may attend its premises or the premises of one of the Authorised Service Agents and have their device replaced free of charge; or
 - 6.8.2 in any other case, notify all Participants using that Approved Alcohol Interlock that they may attend its premises or the premises of one of the Authorised Service Agents and have their device replaced, if they so choose, but that they are under no legal obligation to do so.
- 6.9 If a Participant seeks replacement of an Approved Alcohol Interlock under clause 6.8.1, the Supplier may not charge any removal or Installation fee. VicRoads will advise whether the Government Fee is applicable. No compensation will be payable by VicRoads to the Supplier.
- 6.10 If the Supplier becomes aware that any Approved Alcohol Interlock is not complying with these Conditions (due to software or any other defects), it must promptly issue an Approved Alcohol Interlock recall to all affected Participant's notifying them to attend its premises or the premises of one of the Authorised Service Agents and have the device fault rectified or the device replaced free of charge.

Removal

- 6.11 The Supplier must ensure that its Employees and its Authorised Service Agents remove the Approved Alcohol Interlock if the Participant:
- 6.11.1 provides an Interlock Condition Removal Order (ICRO) issued by a Victorian Court authorising the removal of the Alcohol Interlock Condition on their driver licence or learner permit; or
 - 6.11.2 provides an authorisation from VicRoads for the removal of the Approved Alcohol Interlock condition on their driver licence or learner permit; or
 - 6.11.3 specifically requests the removal of the Approved Alcohol Interlock.
- 6.12 On request by a Participant who has obtained an Approved Alcohol Interlock from another supplier ("Other Supplier"), the Supplier must remove that alcohol interlock device from the vehicle and install its own Approved Alcohol Interlock in the vehicle if:
- 6.12.1 the Other Supplier's approval under section 50AAE of the RSA has been suspended or cancelled; and
 - 6.12.2 it has notified the Other Supplier; and
 - 6.12.3 the Participant agrees in writing to the terms and conditions for the supply, Installation and Maintenance of the Approved Alcohol Interlock; and
 - 6.12.4 the Participant pays the Supplier a removal fee and an Installation fee, and any Government Fee that applies in the circumstances, including application of concessional rates for eligible Participants, as set out in clause 7.
- 6.13 The Supplier must use all reasonable endeavours to remove the Other Supplier's Approved Alcohol Interlock carefully, but is not responsible to the Other Supplier for any damage to the device. The Supplier must securely transport this device to the Other Supplier within fourteen (14) days of removal, to allow the Other Supplier to download the data which has been collected by the device. No compensation will be payable by VicRoads to the Supplier.

Data and information management

- 6.14 The Supplier must:
- 6.14.1 ensure that its data management system:
 - (a) capable of capturing, generating and transmitting all the Approved Alcohol Interlock usage data in accordance with the requirements specified in the VicRoads Alcohol Interlock Management System (AIMS) interface specification; and
 - (b) incorporates built-in checks to prevent errors or omissions in procedures; and
 - (c) incorporates built-in controls to ensure the accurate entry of the Approved Alcohol Interlock data including content and format; and

- (d) has built in and accessible audit logs.
- 6.14.2 maintain suitable systems and procedures for downloading, storing and transferring the data collected from Approved Alcohol Interlocks; and
- 6.14.3 ensure that all data obtained or collected from Approved Alcohol Interlocks as a result of the Installation and Maintenance services are:
- (a) transferred to a data management system maintained by the Supplier in real time or by close of business on the day that the Installation or Maintenance occurred; and
 - (b) accessible to VicRoads on-line through a secure on shore site established and maintained by the Supplier; and
 - (c) stored in such a manner that it will continue to be available to the Participant and VicRoads if the Supplier ceases to operate or ceases to be approved; and
- 6.14.4 ensure that the data management system is backed up on a “mirror” server each day; and
- 6.14.5 ensure that all reasonable and appropriate security measures are in place to ensure that the data is not:
- (a) accessible by unauthorised persons; and
 - (b) modified, altered or deleted in any way; and
- 6.14.6 ensure that during all data transfers, including transfer of data from the service location to the Supplier’s data management system and from the Supplier’s data management system to VicRoads, the data is encrypted, password protected and transferred through a secure internet connection; and
- 6.14.7 transfer the Approved Alcohol Interlock data to VicRoads in accordance with the requirements as set out in the Business Procedures Manual.
- 6.15 The Supplier must at all times be able to demonstrate that any data held off-shore complies with the requirements of Part 7B of the RSA. This means that data may not be used for any other purpose whatsoever other than the administration of the RSA. The Supplier is required to ensure data is not accessed overseas other than in the encrypted form and solely for the conversion of data to information as required by VicRoads.
- 6.16 The acceptance of any on-line access to the Suppliers data management system by an Accredited Agency is subject to the Supplier including procedures sufficient to protect the integrity, privacy, confidentiality and security of the information as is required by the Privacy (clauses 6.21 to 6.23) and the Confidentiality (clauses 6.24 to 6.27) sections of these Conditions. In particular, the Supplier must ensure that access for an Accredited Agency is limited to those agencies accredited by the Department of Health or its equivalent Department and for whom their Participant has provided written approval, and only to access Approved

Alcohol Interlock data for that Participant. The Supplier must inform VicRoads in writing, of the systems which they propose to use to ensure the reliability of on-line access to Participant data. The provision of on-line access to reports for an Accredited Agency does not replace the requirements referred to elsewhere in these Conditions.

- 6.17 The Supplier must ensure that it provides Approved Alcohol Interlock data in the format that is capable of producing any reports as specified in the Business Procedures Manual.
- 6.18 The Supplier must retain the Approved Alcohol Interlock data in accordance with the requirements as set out in the Business Procedures Manual.

Facilities and equipment

- 6.19 The Supplier must ensure that:
 - 6.19.1 Approved Alcohol Interlocks are only installed or maintained in facilities (including mobile vans) which VicRoads have been notified; and
 - 6.19.2 the facilities and equipment used for the Installation and Maintenance of Approved Alcohol Interlocks meet the requirements and specifications set out in the Business Procedures Manual.
 - 6.19.3 it appropriately maintains the facilities and equipment used for the Installation and Maintenance of Approved Alcohol Interlocks.
- 6.20 The Supplier must immediately notify VicRoads of any:
 - 6.20.1 new facilities it authorises for the provision of the Services; and
 - 6.20.2 existing facilities where the provision of the Services are no longer available.

Privacy, confidentiality and complaints

Privacy

- 6.21 In relation to any Personal Information that the Supplier discloses to VicRoads, the Supplier must ensure that:
 - 6.21.1 the Personal Information has been collected in accordance with applicable Privacy Law;
 - 6.21.2 the Participant to whom the Personal Information relates has been made aware or in the ordinary course of events would become aware that his or her Personal Information may be provided to VicRoads; and
 - 6.21.3 VicRoads is authorised, either by consent of the Participant or by law, to collect and use the Personal Information.
- 6.22 The Supplier must immediately notify VicRoads if it becomes aware of any:
 - 6.22.1 breach or possible breach of Privacy Law, whether by the Supplier, its Employees or its Authorised Service Agents; or

6.22.2 complaint concerning the use, disclosure, transfer or handling of any Personal Information.

6.23 Any such notification must include the particulars of the breach and the Supplier's proposed response to the breach including any investigation, timeframe, and the steps that the Supplier will take to remedy the breach and prevent further breaches. The Supplier must comply with any reasonable directions of VicRoads in relation to such complaint or breach.

Confidentiality

6.24 The Supplier must protect the confidentiality of Personal Information and ensure that each of its Employees and Authorised Service Agents:

6.24.1 who have access to Personal Information complies with and has been trained in the requirements of any applicable Privacy Laws;

6.24.2 who have to use Personal Information only use it to the extent reasonably necessary for his or her official duties.

6.25 The Supplier must ensure that all reasonable and appropriate security measures have been taken to protect Personal Information from misuse or loss or from unauthorised access, modification or disclosure.

6.26 The Supplier, its Employees and its Authorised Service Agents must not disclose Personal Information except in the following circumstances:

6.26.1 the disclosure is required by law; or

6.26.2 the disclosure is necessary in connection with performing an obligation under these Conditions.

6.27 The obligations set out in clause 6.26 will continue to apply after the Supplier's approval to supply, install and maintain Approved Alcohol Interlocks ends.

Complaints

6.28 The Supplier must have a complaint management and resolution system in place that conforms to the requirements of Australian Standard AS ISO 10002 *Customer satisfaction - Guidelines for complaints handling in organizations*.

6.29 If the Supplier receives a complaint from a Participant it must follow the complaint management and resolution processes referred to in clause 6.28.

6.30 The Supplier must comply with any other complaint handling requirements as set out in the Business Procedures Manual.

Information, Reports and Records

Information

6.31 In addition to providing Reports under clause 6.32, the Supplier must provide any other information which is readily available from the Suppliers existing systems that VicRoads reasonably requires in managing the Victorian Alcohol Interlock Program.

Reports

6.32 The Supplier, its Employees and its Authorised Service Agents must provide all relevant Reports in relation to the Installation and Maintenance of Approved Alcohol Interlocks in accordance with the requirements set out in the Business Procedures Manual.

6.33 The Supplier must ensure that the information contained in all Reports is generated from the data recorded and downloaded from the Approved Alcohol Interlock.

6.34 All Reports generated by the Supplier, its Employees or its Authorised Service Agents under these Conditions will be the property of VicRoads and on supply of the Reports to VicRoads the Supplier transfers all intellectual property rights in the contents and format of the Record to VicRoads. The Supplier may retain a copy of Reports for internal record keeping purposes only.

Records

6.35 The Supplier, its Employees and its Authorised Service Agents must create, maintain and retain all Records and documentation in respect to the provision of Services as set out in the Business Procedures Manual.

6.36 Upon any reasonable request by VicRoads, the Supplier and its Authorised Service Agents must promptly make all Records available to VicRoads.

Access, inspection and audit

Access

6.37 The Supplier, its Employees or its Authorised Service Agents must provide VicRoads with access to any premises to conduct inspection and audit activities in relation to the provision of the Services for the purpose of verifying the Supplier's compliance with its obligations under these Conditions.

6.38 The Supplier, its Employees and Authorised Service Agents must provide VicRoads with all assistance necessary to allow VicRoads to inspect and audit all Records and information relating to the provision of the Services.

6.39 Inspection and audit activities will be undertaken at all reasonable times during business hours. Where possible, VicRoads will provide the Supplier, its employee or its Authorised Service Agents with at least 48 hours prior notice of its intention to access the premises in accordance with clause 6.37.

Inspection and audit

- 6.40 When accessing premises, a VicRoads representative may conduct a range of inspection and audit activities as specified in the Business Procedures Manual.
- 6.41 If, following an audit or inspection conducted under clause 6.40, VicRoads notifies the Supplier in writing of its reasonable basis for a belief that the Supplier has breached its obligations under these Conditions, VicRoads may:
 - 6.41.1 direct the Supplier to take specified corrective action within a specified time to rectify the breach; or
 - 6.41.2 suspend the Supplier or an Authorised Service Agent from providing the Services in accordance with clause 2.4 until the breach can be remedied.
- 6.42 If the Supplier fails to take the specified corrective action within the time notified under clause 6.41.1, or fails to remedy the breach under clause 6.41.2, VicRoads may cancel the Supplier's approval in accordance with clause 2.4.

7 Conditions for fees and payments

Supplier fee

- 7.1 The Supplier's fees for the Installation and Maintenance of an Approved Alcohol Interlock must be approved in writing by VicRoads.
- 7.2 The Supplier must ensure that its Employees and Authorised Service Agents:
 - 7.2.1 charge the same fee to all Participant's regardless of service location;
 - 7.2.2 provide a minimum of \$50 concession to Eligible Concession Cardholders for the services as specified in clause 7.11.2

Government fee

- 7.3 The Supplier must collect from the Participant the Government Fee for every:
 - 7.3.1 Installation of an Approved Alcohol Interlock; and
 - 7.3.2 Maintenance service of an Approved Alcohol Interlock.
- 7.4 The Supplier must ensure that the Government Fee is not collected upon the removal of an Approved Alcohol Interlock.
- 7.5 The Supplier must ensure that the Government Fee is calculated and collected in accordance with the requirements as set out in the Business Procedures Manual, as amended from time to time.
- 7.6 The Supplier must ensure that its Employees and its Authorised Service Agents provide a concession to Eligible Concession Cardholders for the services as specified in clause 7.11.1
- 7.7 The Supplier must ensure that it has appropriate security measures in place for the collection and reimbursement of the Government Fee.
- 7.8 The Supplier must ensure that Government Fees are collected are reimbursed to VicRoads in accordance with the requirements as set out in the Business Procedures Manual.
- 7.9 The Supplier must ensure that individual payment Records relating to the collection and reimbursement of the Government Fees are maintained in accordance with the requirements as set out in the Business Procedures Manual.
- 7.10 The Supplier acknowledges and agrees that:
 - 7.10.1 all payments of the Government Fee held by the Supplier under these Conditions are held on trust solely for the purpose of recovering the cost for the implementation and administration of the Victorian Alcohol Interlock Program; and
 - 7.10.2 it, its Employees and its Authorised Service Agents and its bankers have no beneficial interest in the Government Fees collected.

Concessions

7.11 The Supplier must ensure that its Employees and its Authorised Service Agents provide the following concessions to Eligible Concession Cardholders for the:

7.11.1 Government Fee for the Installation and each Maintenance service of an Approved Alcohol Interlock; and

7.11.2 Supplier's fee for the Installation and each Maintenance service of an Approved Alcohol Interlock.

8 Commencement date and acknowledgement of receipt

Commencement Date

D	D
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 •

M	M
---	---

 •

Y	Y	Y	Y
---	---	---	---

Expiry Date

D	D
---	---

 •

M	M
---	---

 •

Y	Y	Y	Y
---	---	---	---

Signed for and on behalf of the Supplier, acknowledging receipt of these Conditions on the Commencement Date above and its intention to comply with the Conditions:

Name of person authorised by the Supplier

Signature of person authorised by the Supplier

In the presence of:

Name of witness

Signature of witness

Date

D	D
---	---

 •

M	M
---	---

 •

Y	Y	Y	Y
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Schedules and Appendices

The following Appendices and Schedules provided in these Conditions include reference material, forms and documentation to support the business requirements for the provision of Services under the Victorian Alcohol Interlock Program.

Schedule 1
Approval Information

Table 1: Supplier's Details

Supplier name:	
Trading As (if applicable):	
ACN or ABN:	
Head office address:	
Postal address:	
Telephone number :	
Fax:	

Table 2: Supplier Account Executive (clause 4.20)

Supplier Account Executive:	
Position:	
Postal Address:	
Email Address:	
Contact numbers:	Work:
	Mobile:
Fax:	

Table 3: VicRoads Account Executive and Representatives (clause 4.18)

VicRoads Account Executive:	
Position:	
Email Address:	
Telephone:	
VicRoads Representative:	
Position:	
Email Address:	
Telephone:	

Table 4: Insurance Policies (clauses 4.12 and 4.13)

Insurance	Supplier	Authorised Service Agent
Product and Public liability (single policy only):	\$20,000,000 for each and every occurrence	\$20,000,000 for each and every occurrence
Professional indemnity:	\$5,000,000 in respect of any one claim and in the annual aggregate	Nil
Worker's Liability:	As required by law	As required by law

Table 5: Supplied Property (clause 4.25)

<p>Publications and Documents: Victorian Alcohol Interlock Program, Business Procedures Manual, February 2015, Version 1.0</p>
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Table 6: Approved Alcohol Interlocks (clause 5.11)

Approved Alcohol Interlock			Vehicle Type		
Make	Date of Approval / Variation	Date of Revocation	Light Vehicle	Heavy Vehicle	Motor Cycle

Schedule 2

Approval to supply, install and maintain alcohol interlocks

PART A

Technical requirements

Parameter	Requirements
Driver identification	<p>The alcohol interlock must, when installed in a vehicle (other than a motor cycle or motor trike) be capable of clearly recording the identity of a person starting or attempting to start the vehicle</p> <p>The driver identification function must operate in all lighting conditions (including extreme brightness, darkness and low light conditions).</p> <p>Where an alcohol interlock uses a digital camera to record the identity of the driver, the recorded digital photograph must:</p> <ul style="list-style-type: none"> (a) have a minimum resolution of 640 pixels (width) and 480 pixels (height); and (b) on average, have a file size that is no greater than 100 kilobytes; and (c) be in JPEG format (or be able to be converted to JPEG format).
Calibration	<p>The alcohol interlock must require manual calibration and must not be self-calibrating (or it must be possible to disable any self-calibration function).</p>
Wireless handset	<p>The alcohol interlock handset must not include a wireless communication feature (or it must be possible to disable any wireless communication feature), if that feature would interfere with the effectiveness of any incorporated driver identification function (see section 4.13 of BS EN 50436-1).</p>
Safety	<p>The alcohol interlock must be designed so that it can be installed without presenting a danger to the vehicle's occupants or other road users.</p> <p>Without limiting the generality of this requirement, the alcohol interlock must not:</p> <ul style="list-style-type: none"> (a) interfere with the driver's control of the vehicle; or (b) present a fire hazard; or (c) interfere with any occupant protection features of the vehicle, such as seat belts and airbags.
	<p>The alcohol interlock must be designed so that it is possible to install the alcohol interlock in a vehicle in compliance with:</p> <ul style="list-style-type: none"> (a) VSI 8 - <i>Guide to Modifications for Motor Vehicles</i>, October 2011, as amended from time to time (see in particular Part 9.3 - Protrusions); and (b) VSI 29 - <i>Drivers Field of View Requirements</i>, January 2000, as amended from time to time.

Parameter	Requirements
Data storage	The alcohol interlock's internal memory must be sufficient to record collected data for a period of at least three months (including any driver identification data).
Internal power supply	The alcohol interlock must have an internal power supply which allows it to: <ul style="list-style-type: none"> (a) retain recorded events for at least 3 months should the main power supply from the vehicle be interrupted; and (b) record any interruption to the main power supply and the duration of any power loss.
Device display	The alcohol interlock must have visual display capability to show BAC readings, warning messages and other information for specified drive events.
Device fault	If the alcohol interlock is unable to operate properly, it must not enable the vehicle to be started.

PART B

Configuration requirements

Parameter	Requirements
Driver identification	<p>Where an alcohol interlock uses a digital camera to record the identity of the driver:</p> <ul style="list-style-type: none"> (a) the digital camera must produce a digital photograph of the head and upper torso of the driver; and (b) digital photographs of the driver must be captured: <ul style="list-style-type: none"> (i) when the initial breath sample is being collected to start the vehicle; and (ii) when a person performing a random Retest provides a breath sample with a BAC reading of 0.020 grams or more per 210 litres of exhaled air; and (iii) when a person fails to provide a breath sample after a random Retest is requested (at the end of the 5 minute period the driver is given to provide a breath sample after the request for a random Retest has been made); and (c) the digital photographs must be recorded along with the corresponding time, date and BAC reading (if any).
Breath test parameters	<p>A BAC reading of 0.020 grams or more per 210 litres of exhaled air must be a failed test and must prevent the vehicle from starting.</p>
Breath sample parameters	<p>The alcohol interlock must require a breath sample of at least 1.0 litre of exhaled air to be provided for the purpose of calculating a BAC reading.</p> <p>The alcohol interlock must record and display breathe alcohol concentrations (measured in grams per 210 litres of exhaled air) with at least 3 digits to the right of the decimal point.</p>
Free restart (stall protect) period	<p>When a vehicle engine stops, the alcohol interlock must permit the engine to be restarted within three minutes without the requirement to provide another breath sample (unless a Lock Out has been triggered).</p>
Maintenance intervals	<p>The alcohol interlock must be configured to schedule a Maintenance service at monthly intervals.</p>

Parameter	Requirements
Retest	<p>The alcohol interlock must request and display a random Retest event within:</p> <ul style="list-style-type: none"> (a) 5 to 15 minutes after an initial test in which a pass was obtained and the vehicle engine started; and (b) 15 to 60 minutes after the previous random Retest in which a pass was obtained. <p>The alcohol interlock must allow 5 minutes for the driver to perform a breath test after a request for a random Retest has been made.</p> <p>If the test is not performed within 5 minutes of the request or a breath sample is provided with a BAC reading of 0.020 grams or more per 210 litres of exhaled air, the alcohol interlock must trigger the vehicle horn or alarm to sound and the vehicle lights to flash until:</p> <ul style="list-style-type: none"> (a) a breath sample with a BAC reading of less than 0.020 grams per 210 litres of exhaled air is provided; or (b) the vehicle is stopped and the engine is turned off
Temporary lockout	<p>The alcohol interlock must enter into a Temporary Lock Out for:</p> <ul style="list-style-type: none"> (a) five (5) minutes after a BAC reading of 0.020 grams or more per 210 litres of exhaled air is recorded in a breath sample provided by a person who is attempting to start the vehicle. (b) thirty (30) minutes where the alcohol interlock records a subsequent failed test due to a BAC reading of 0.020 grams or more per 210 litres of exhaled air in a breath sample provided by a person who is attempting to start the vehicle (where that subsequent failed test occurred within 30 minutes of the most recent failed test).
Permanent lockout	<p>The alcohol interlock must enter into a permanent Lock Out, after a seven day interval during which a countdown warning is displayed, if:</p> <ul style="list-style-type: none"> (a) the alcohol interlock is not maintained at a scheduled Maintenance service; or (b) the vehicle has been started without providing a breath test; or (c) the alcohol interlock detects Tampering or Circumvention; or (d) the alcohol interlock detects 5 missed random Retests; or (e) the alcohol interlock detects 2 random Retests that fail due to the detection of BAC readings of 0.020 grams or more per 210 litres of exhaled air; or (f) the alcohol interlock's internal memory is close to full capacity; or (g) a device fault is detected (and the interlock device is able to enter into a Permanent Lock Out, after a seven day interval during which a countdown warning is displayed) or; (h) the vehicle battery is disconnected for more than twenty (20) minutes.

Schedule 3

Confidentiality Deed for Authorised Personnel given access to Information

I acknowledge that in the course of my official duties I may be granted access to or use information obtained that identifies an individual or from which an individual's identity can be reasonably ascertained (the '**Information**').

I further acknowledge that I am familiar with the requirements of sections 90I to 90O of the *Road Safety Act 1986* and regulation 37E of the Road Safety (Drivers) Regulations 2009 and that I may be guilty of an offence if I use or disclose Information other than in accordance with those provisions.

I agree as follows:

1. I will only access and use Information to the extent that it is necessary in the performance of my official duties.
2. I will not disclose Information to any person (other than to another employee who requires the Information to carry out his or her official duties).
3. I will do everything I can to prevent other people from accessing the Information. I will not leave Information, or copies or records of it, in any place where it is accessible by others.
4. I will notify my employer as soon as I become aware of any threat to the confidentiality or security of Information or breach of the conditions of approval. I will cooperate with my employer and with VicRoads in any action either of them takes to protect that confidentiality or security.
5. If I am given a user access code or password to enable me to access the Information:
 - (a) I will not give the user access code or password to anyone;
 - (b) I will not write it down anywhere;
 - (c) I will make sure I log off from any application through which I have access to Information when I am not using the Information; and
 - (d) I will make sure my user access code or password is de-activated when I no longer need access to the Information.

Signature: _____

Name: _____

Name of Supplier _____

Date

D	D
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 •

M	M
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 •

Y	Y	Y	Y
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Schedule 4

Acknowledgement of Employee or Authorised Service Agent

I _____ [insert name] _____
of _____ [insert address] _____
confirm that I am employed or engaged by _____ <insert the name of the Supplier> _____
who is a VicRoads approved Supplier to supply, install and maintain Approved Alcohol Interlocks.

I agree to the following terms and conditions before I carry out work on behalf of the Supplier in relation to the installation and maintenance of an Approved Alcohol Interlock:

1. I shall carry out all work in accordance with the Suppliers specifications and work instructions.
2. I shall not carry out work:
 - (a) on any vehicle I drive if my driver licence or learner permit is subject to an "I" (interlock) condition' or
 - (b) on any vehicle which I or the Supplier, or any other person employed or engaged by the Supplier has a financial interest; or
 - (c) in the presence of the owner or person who has presented the vehicle for work; or
 - (d) at any place other than premises authorised by the Supplier.
3. I will immediately notify the Supplier if I have been charged with or found guilty of, or have pleaded guilty to, an offence involving violence, a threat of violence, dishonesty or fraud.
4. If VicRoads conduct an inspection and audit at any premises authorised by the Supplier, I shall, during the inspection or audit:
 - (a) give assistance to VicRoads or the person authorised in writing by VicRoads, or the Supplier; and
 - (b) comply with any direction relating to the inspection or audit given by VicRoads or the person authorised in writing by VicRoads, or the Supplier
5. I authorise and permit the Supplier or VicRoads to conduct a police check in relation to any notification referred to in clause 3 while I am employed or engaged by the Supplier for the purpose of installing and maintaining Approved Alcohol Interlocks.

Signature _____

Date

D	D
---	---

 •

M	M
---	---

 •

Y	Y	Y	Y
---	---	---	---

In the presence of:

Name of witness _____

Signature of witness _____

Date

D	D
---	---

 •

M	M
---	---

 •

Y	Y	Y	Y
---	---	---	---

**Schedule 5
Variation Order**

This Order applies to the Conditions of Approval dated • •

Issued by:

Roads Corporation trading as VicRoads ABN 61 760 960 480 of 60 Denmark Street, Kew, Victoria, 3101 (VicRoads)

In respect of

The Supplier named in **Schedule 1**.

The Conditions are hereby varied as follows:

Variation order number	
Date of change	
Clauses affected by the variation	
Description of variation	
Business Procedures affected by the variation	
Plan for implementing the change	

Signed for and on behalf of Roads Corporation trading as **VicRoads** in the presence of:

Acknowledged for and on behalf of the **Supplier** in the presence of:

Signature of authorised person

Signature of authorised person

Name of authorised person (print)

Name of authorised person (print)

Date • •

Date • •

in the presence of:

Signature of witness

Signature of witness

Name of witness (print)

Name of witness (print)

Date • •

Date • •