

### Victorian Alcohol Interlock Program

#### Deed of warranty and indemnity

Date \_\_\_\_\_

#### Parties

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

The Alcohol Interlock Supplier named  
in Item 1 of the schedule (Supplier)

#### Background

- a The Supplier has applied to VicRoads, under section 50AAE(1)(a) of the Road Safety Act 1986 ('Act') for approval of an alcohol interlock device for the purposes of the drink driving provisions of that Act.
- b VicRoads has decided, pursuant to section 50AAE(3) of the Act, to approve the alcohol interlock device subject to the Supplier providing the warranties and indemnity set out in this Deed.

#### Operative provisions

##### 1. Definitions and interpretation

###### 1.1 Definitions

In this Deed:

**Alcohol interlock** means the alcohol interlock device specified in item 2 of the Schedule, and includes the hardware, software, manuals and systems supplied in connection with, or required for the proper operation of, the alcohol interlock device.

**Associate** in relation to the Supplier means a person who is authorised or engaged by the Supplier to supply, install or maintain the alcohol interlock device.

**Supplier** means the party to this Deed specified in item 1 of the Schedule.

**Participant** means a person who is required under the Act to drive a motor vehicle fitted with an alcohol interlock device.

###### 1.2 Interpretation

In this Deed headings are for convenience only and do not affect interpretation and, unless the contrary intention appears:

- a a word importing the singular includes the plural and vice versa, and a word of any gender includes the corresponding words of any other gender;
- b the word including or any other form of that word is not a word of limitation;
- c if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

- d a reference to a person includes an individual, the estate of an individual, a corporation, a Regulatory Authority, an incorporated or unincorporated association or parties in a joint venture, a partnership and a trust;
- e a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- f a reference to a document or a provision of a document is to that document or provision as varied, novated, ratified or replaced from time to time;
- g a reference to this deed is a reference to this deed as varied, novated, ratified or replaced from time to time;
- h a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to it; and
- i this deed must not be construed adversely to a party just because that party prepared it or caused it to be prepared.

## 2 Warranties

### 2.1 Compliance with laws and standards

The Supplier warrants that:

- a the alcohol interlock device complies with all laws and standards (including Australian Standards and other standards, and including also laws and standards relating to accessories or devices for use with motor vehicles) which apply to the Alcohol Interlock from time to time; and
- b in relation to the supply, installation and maintenance of the alcohol interlock device, the Supplier complies with, and requires that its Affiliates comply with, all consumer guarantees under the Australian Consumer Law and all applicable consumer protection laws.

### 2.2 Intellectual property

The Supplier warrants that:

- a neither the supply of the Alcohol Interlock to a Participant nor the use of the Alcohol Interlock by a Participant for the purposes for which its use is reasonably contemplated or otherwise permitted will infringe any patent, copyright, trade mark, confidential information or other intellectual property or proprietary rights of any person; and
- b the Supplier has in place and complies with all reasonable processes and procedures to avoid and respond to any such claims.

## 3 Indemnity

The Supplier agrees to indemnify VicRoads and the State of Victoria from and against all losses, damages, costs, expenses and other liabilities (of any nature) which either VicRoads or the State of Victoria may incur as a result of a breach of any of the warranties set out in this Deed.

## 4 General

### 4.1 Amendments

This Deed may only be varied by a deed executed by or on behalf of each party.

### 4.2 Counterparts

This Deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

### 4.3 Costs

Each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this Deed.

### 4.4 Further acts and documents

Each party must promptly do, and procure that its employees and agents promptly do, all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this Deed.

## 5 Governing law and jurisdiction

This Deed is governed by the law applying in Victoria. Each party irrevocably submits to the non exclusive jurisdiction of the courts having jurisdiction in that State and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this deed and waives any objection it may have now or in the future to the venue of any proceedings, and any claim it may have now or in the future that any proceedings have been brought in an inconvenient forum, if that venue falls within this clause.

## Executed as a deed.

The **OFFICIAL SEAL** of the Roads Corporation was hereunto affixed in the presence of:

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Full name of Officer and office held

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Signature of Officer

**EXECUTED** by the Supplier acting by the following persons of, if the seal is affixed, witnessed by the following persons:

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Signature of Director

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Name of Director

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Signature of Director or Company Secretary

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Name of Director or Company Secretary

## Schedule

### 1 Supplier

Name \_\_\_\_\_

Trading name *(if applicable)* \_\_\_\_\_

ACN or ABN \_\_\_\_\_

Address \_\_\_\_\_

### 2 Alcohol Interlock

Make \_\_\_\_\_

Model \_\_\_\_\_

Version \_\_\_\_\_

## Contact us

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**Call** 1300 723 790  
(Speak and Listen 1300 555 727)

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