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ABN 76 604 592 013

TERMS AND CONDITIONS

Kids Under Cover – Donate Your Car® program

In this document, references to:

- “we”, “us” or “our” are to Kids Under Cover (ABN 76 604 592 013);
- “you” or “your” are to you, the individual or organisation donating the vehicle; and
- “Manheim” is to Manheim Pty Ltd (ABN 79 089 074 206) who is assisting us by selling the vehicles donated to us.

1 General conditions

By submitting this form, you:

- authorise us to act as your agent, organise the collection and sale of your vehicle and receive the proceeds from the sale of your vehicle;
- opt-in to be contacted by us; and
- accept these terms and conditions.

Changing your mind

If you change your mind about selling your vehicle:

- *before it is collected*, you must notify us at least 24 hours prior to the arranged collection time. You will be liable for any costs incurred by us if you cancel the collection within 24 hours of the arranged collection time.
- *once your vehicle has been collected*, the vehicle can only be returned to you prior to its sale (at auction or otherwise). You will be liable for any cost incurred by us in cancelling its sale at auction, collecting and returning the vehicle to you.
- *once your vehicle has been sold (at auction or otherwise)*, you will no longer have any rights in relation to the vehicle, we cannot return the vehicle to you and are not liable for any costs, loss or damage incurred by you.

Limitation of liability

We retain the right to decline to accept your vehicle at our discretion.

We are not responsible or liable to you for:

- returning any personal possessions of yours found in the vehicle;
- returning any number plates that may remain on the vehicle at the time of its collection or facilitating any subsequent registration refund to you;
- any cost, loss or damage incurred by you if your vehicle is not collected at the arranged collection time;
- the amount your vehicle is sold for at auction (which depends on what the buyers are willing to pay for your vehicle on the day of auction); or
- Your ability to claim a tax deduction in relation to the donation of proceeds of your vehicle and the amount of the donation.

In all events, we are not responsible or liable to you for any special, indirect, economic or consequential loss caused by us or Manheim or our respective employees, officers, agents or contractors.



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2 Your obligations

By accepting these terms and conditions, you acknowledge and agree that the information you provide to us (including in the Donate Your Car® form and set out below) is correct, that we are relying on the information that you provide to us and that any loss or damage caused by or arising through any incorrect information provided by you (or similar event) will be borne by you:

- you have the legal right to sell and dispose of the vehicle (proof of which you may be asked to provide to us prior to its collection);
- you deregister the vehicle no longer than two business days after collection
- your vehicle is free of all security interests (for example, under a hire purchase or loan agreement);
- you have at least one key (or set of keys) for the vehicle which you will provide to us at collection;
- if it is a van, truck, caravan, boat or non-passenger vehicle, you will promptly provide us with the dimensions and at least one photograph of the vehicle upon request;
- if your vehicle has been involved in an accident, you will disclose this to us and provide photographs of the damage upon request;
- your vehicle does not have any major oil leaks; and
- your vehicle will be easily accessible for a towing truck at the arranged collection time (for example, it will not be parked in an underground car park or at the rear of a property).

If a pre-auction search of the Personal Property Securities Register (**PPSR**) identifies that the vehicle is subject to any security interest (for example, because it is 'under finance'), we may require you to:

- remove the security interest (at your cost) and then provide us with an updated PPSR report;
- accept the return of the vehicle to you: you will be required to organise the collection of the vehicle from Manheim within 2 weeks of this request and you will be liable for any costs incurred by us in cancelling its sale at auction and organising your collection of the vehicle; or
- If we are satisfied on reasonable grounds there are no amounts owing that are secured by the security interest, provide written permission to us permitting us to address any security interest and dispose of the vehicle.

If your vehicle is subject to a security interest and we do not hear from you within two months of our initial attempt to contact you, we are authorised without limitation to address any security interest and dispose of the vehicle.

You will make yourself contactable to enable the co-ordination of the collection of your vehicle. If your vehicle cannot be collected due to its inaccessibility, you will be liable for any costs incurred by us.

3 Resolving issues

If any issues arise, you will work with us to resolve them in good faith. To the extent applicable, these terms and conditions are governed by Victorian law. Both you and we submit to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria and any courts which hear appeals from those courts.