



# Terms and Conditions

17 October 2017

## 1. GENERAL

These terms and conditions form part of the contract ("agreement") between Christopher James Albertini (ABN 78 771 258 793) trading as "Chris Albertini Automotive" (in this agreement, "we" or "us") and the customer (in this agreement, "you") that is formed when you sign a form issued by us that describes services that we will perform ("Job Card") or when you book in a vehicle, or we agree to sell products to you.

You acknowledge that these terms and conditions and the Service Authorisation embody the whole agreement between you and us. You agree that the scope and terms of the Service Authorisation (including prices and quotes) may change as a result of updated instructions from you. By booking in your vehicle and/or offering to buy products and/or services from us you agree to be bound by this agreement.

A reference to "products" in this agreement includes all parts or products fitted as part of services we provide to you, unless the context requires otherwise.

These Terms and Conditions are available on our website: [www.albertiniauto.com.au](http://www.albertiniauto.com.au).

## 2. PRICING

All our prices and estimates include GST unless stated otherwise. An estimate or price is only binding on us once the Service Authorisation has been signed. Our estimate remains valid for seven (7) days. The scope and pricing of the Service Authorisation may change as a result of updated instructions from you.

You understand that larger vehicles may require higher quantities of oil during servicing. We may at our sole discretion, and without contacting you for authorisation, charge an amount to cover the cost of the oil used in the service.

Should additional work be found necessary during the course of the service which would cause the estimate to be exceeded, we will endeavor to contact you to explain the additional work required and to seek your authorisation for the additional costs to be incurred before proceeding.

A detailed tax invoice outlining the work carried out and associated costs will be provided once the work is completed. Payment must be made in full on the day of the work being completed and prior to collection of your vehicle. We accept cash, credit cards, American Express, EFTPOS and where approved, personal cheques.

Trading terms for customers who operate an authorised trading account with us, are fourteen (14) days from the date of Tax Invoice. Please note that property in any product sold by us to you does not pass from us to you until we have been paid in full.

By booking in your vehicle you agree to pay for labour, spare parts and materials required for that purpose at our current rates and prices.

You agree that where an estimate has been provided and upon dismantling or inspection of the vehicle, other issues are identified, you will be responsible for payment of further repairs that may be required. Where such further repairs are required, you will be contacted to obtain further authorisation from you for the additional repairs.

### **3. PARTS & LUBRICANTS**

We use quality aftermarket parts and lubricants that meet or exceed the specifications of those originally fitted by your vehicle manufacturer. Should you wish to use an alternate brand or product, we will take reasonable action to source that part or product for you, although this may impact on the pricing and time commitments of your car service or repair.

You understand that some vehicles require larger quantities or higher grade oil during service. We may at our sole discretion, and without contacting you for authorisation, charge an amount to cover the cost of the oil used in the service.

### **4. PERFORMANCE & SERVICES**

We agree to perform the services as described in the "Job Card" and Service Authorisation (or as amended as a result of updated instructions from you). Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

### **5. PRE-PURCHASE INSPECTIONS**

For full terms and conditions in relation to pre-purchase vehicle inspections, please see our website: [www.albertiniauto.com.au](http://www.albertiniauto.com.au).

### **6. COURTESY VEHICLES**

Courtesy vehicles are subject to availability and must be requested when booking your service. You must hold an unrestricted driver's licence to use a courtesy vehicle. Insurance excess may apply in the event of damage to the courtesy vehicle. We reserve the right to withdraw or change this service at any time.

### **7. PAYMENT**

You agree to pay us in full for all services rendered and products supplied before removing your vehicle and/or the products (as applicable) from our premises, unless otherwise agreed. You further agree that payment of all amounts for work as set out in the Service Authorisation and (in the absence of manifest error) all amounts set out in that document become due upon completion of the relevant work and must be paid by close of business on the day of completion of the work, unless we have agreed otherwise.

To the extent allowed by law, in the event that you:

- a. become bankrupt;
- b. have an administrator, controller, liquidator, receiver or receiver and manager appointed ("external administrator"); or
- c. any steps are taken, or proceedings commenced, to make you bankrupt or have an external administrator appointed,

This agreement will terminate with immediate effect and any outstanding monies will become due and payable immediately.

### **8. RETURNS POLICY**

Our returns policy does not affect your rights under the Australian Consumer Law. This policy is provided in addition to your rights under the Australian Consumer Law.

You may return a product for a refund or exchange within 14 days with proof of purchase, unless that product is:

- a discontinued part;
- not in resalable condition;
- a tyre or other product that has been fitted to a vehicle; or
- not in its original packaging (with manuals and documentation).

We will not be liable for your freight or other costs in returning products unless otherwise agreed, or where you are entitled to such costs under the Australian Consumer Law.

## 9. OUR GUARANTEE

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure. You are also entitled to have the goods repaired or replaced if the goods and/or services fail to be of acceptable quality and the failure does not amount to a major failure. Our guarantee below is provided in addition to your rights under the Australian Consumer Law.

Product / Service	Guarantee Period
Workmanship	12,000kms or 12 months guarantee
New parts	24,000kms or 24 months guarantee (whichever occurs first) on all new parts supplied and installed by technicians
Batteries	Up to 36 months depending on the manufacturer's terms & conditions
Radiators	Up to 36 months depending on the manufacturer's terms and conditions

This warranty will not apply:

- 1) to normal wear and tear;
- 2) where goods come to the end of their natural service life;
- 3) to maintenance items such as globes, wiper blades, lubricants and fluids; or
- 4) where the defect is a result of:
  - a) work performed elsewhere;
  - b) parts supplied by the customer;
  - c) alteration, accident, misuse, abuse or neglect;
  - d) unsafe or inappropriate driving practices;
  - e) use of the vehicle in a competition or event;
  - f) where the goods are subsequently removed, repaired or modified by an unauthorised service agent.
  - g) Irregular servicing of your vehicle or its components, eg Radiator and/or cooling system.
  - h) Ignoring warning indicators.

Please note that vehicles older than five (5) years or out of manufacturer's warranty may have components which have reached their natural service life and are prone to failure at any time. Regular servicing and maintenance of older vehicles is recommended to ensure major problems can be identified early and repairs carried out to prevent major damage in the future. We recommend a service every 6 months or 5,000kms.

Where a new radiator has been installed, you must comply with the terms and conditions of the supplier's warranty and have a radiator flush carried out at 12 month intervals or as required by the manufacturer.

Timing belts are included as a service item by manufacturers in their service schedules. Manufacturers will recommend replacement intervals based on the age and/or kilometres travelled. The timing belt should be replaced as indicated by the manufacturer. If you fail to replace your timing belt as recommended, the belt can fail and this will cause your engine to stop immediately being both dangerous and expensive to repair. No warranty is provided where you have not followed the manufacturer's service specifications.

Should any part be incorrectly fitted by us, or found to be defective during the warranty period, we will replace refit or rectify the part at no charge.

If requested, we are happy to make all replaced parts available for inspection at the time you collect your car. You acknowledge that we do not use customer supplied parts and they are not covered by warranty.

## 10. IF YOU HAVE A PROBLEM

If you have a problem with your vehicle after we have carried out repairs and/or servicing, you must report the problem to us as soon as possible and we will work with you to resolve the problem. No other repairer is authorised to carry out repairs to the vehicle without our express written consent.

Following communications with you, we may agree to pay for the cost of a tow truck to return the vehicle to our workshop.

We will conduct a full inspection of the vehicle and provide you with our advice and opinion on the problem and the repairs required as well as an estimate of the cost.

If the problem is a result of faulty workmanship that requires us to carry out rectification work to the vehicle, we will arrange a convenient time for the repair work to be carried out no cost to you.

Conversely, if the repairs required have no bearing to work completed by us, you will be responsible for the cost of towing the vehicle, as well as any necessary repairs, if we are instructed by you to complete them.

## **11. TITLE**

Property in, and ownership of, the product (including as part of services rendered) does not pass from us to you until you have paid for the product or services in full.

Where we have indicated that we will accept payment by cheque or other negotiable instrument, title will pass to you upon all relevant funds being cleared.

Products supplied by us will be at your sole risk immediately upon delivery to you or into a third party's custody on your behalf (whichever occurs sooner).

## **12. LIEN**

As part of these terms and conditions, you acknowledge that where invoices are not paid we have a lien (under general law or equity) over all products in our possession belonging to you, including your vehicle and all goods in or attached to your vehicle ("Lien"), to secure payment of any or all amounts outstanding from time to time.

You agree that we may, at our discretion, exercise the Lien in respect of any due and unpaid amounts outstanding by you and may retain your vehicle and/or any goods in your vehicle and serve notice on you requiring immediate payment of the amounts outstanding by you.

## **13. STORAGE & DISPOSAL OF UNCOLLECTED VEHICLES**

If we exercise a lien over the vehicle or if you do not collect the vehicle within two (2) days from the time it is ready for collection a vehicle storage fee of \$25.00 per day will apply.

If we cannot contact you using reasonable efforts, or you do not collect the vehicle or discharge any lien we hold over the vehicle belonging to you, within one (1) month from the time the vehicle is ready for collection we are entitled to sell or dispose of the vehicle by any reasonable method at your expense without any further notice to you. We will apply the proceeds of the sale or disposal of the vehicle to the sums you owe us and return the balance to you. If the proceeds received from the sale or disposal of the vehicle are not sufficient to discharge the amounts you owe us, the outstanding amounts will be owed by you to us as a debt. After such sale or disposal of the vehicle we will be discharged from any liability whatsoever in respect of the vehicle.

## **14. ABANDONMENT**

If any amounts outstanding have not been paid within three calendar months of us providing notice to you, and if we do not hear from you after making reasonable attempts to contact you, we may sell your vehicle and/or all goods in or attached to your vehicle in accordance with any applicable legislation relating to the disposal of uncollected goods and vehicles.

In the event that we sell your vehicle and/or goods, we will apply the proceeds in the first instance to the satisfaction of the amounts outstanding by you and the costs of exercising the right of sale.

Any balance of the proceeds of the sale will be returned, where possible, to you.

## **15. LIABILITY**

Certain State and Commonwealth legislation, including the Competition and Consumer Act 2010 (Cth), imply warranties or conditions or impose guarantees or obligations which cannot be excluded, restricted or modified except to a limited extent. These Terms and Conditions do not purport to exclude any statutory rights available to you and must in all cases be read subject to those statutory provisions. Other than those statutory provisions, we exclude all conditions and warranties which may be implied by law.

To the maximum extent permitted by law, our liability for breach of any implied warranty or condition which cannot be excluded is restricted, at our option to:

1. In the case of services supplied or offer by us, either:
  - a. The re-supply of those services
  - b. The payment of the cost of having those services re-supplied
2. In the case of goods supplied or offered by us, either:
  - a. The replacement of the goods or the supply of equivalent goods
  - b. The repair of the goods
  - c. The payment of the cost of having the goods replaced
  - d. The payment of the cost of having the goods repaired
3. To the maximum extent permitted by law, we will not be liable to you or any third parties for:
  - a. Any claim, whether that claim arises in contract, tort (including negligence) or statute
  - b. Any loss (including loss of profits or special, indirect, incidental or consequential loss)
  - c. Damage, injury or death to any person or property, arising out of or relating to the products sold by us or the services performed by us.

We will not be liable to you or any third party in respect of any claim for injury, death, loss or damage to any person or property caused or arising out of the use of products sold by us, or out of any services performed by us, except to the extent that liability is imposed upon us or implied into a transaction by this agreement or by any statutory provisions that cannot be excluded by this agreement.

We have no authority to accept any goods for safe custody from you and will not be liable in any case for loss of, or damage to, any articles alleged to have been left with us by you or alleged to have been left in your vehicle, however such loss or damage was caused.

## **16. REFERRAL TO OTHER REPAIRERS**

In certain circumstances we may recommend another repairer to you. This is a recommendation only and we receive no fee for referral nor play any part in the pricing or operations of these independent businesses. We are in no way responsible for the work another repairer carries out on your vehicle, whether or not such repairs were carried out at the another repairer's business location or as a mobile repairer at our business premises.

## **17. MANUFACTURER EXTENDED/EXPRESS WARRANTIES**

You understand that some car manufacturers provide extended or express warranties that may not entitle you to service your car. It is your responsibility to ensure that work completed by us does not affect or void an extended or express manufacturer warranty.

## **18. VIDEO FOOTAGE & RECORDINGS**

You understand that collecting recordings, video footage or filming of any kind without our express consent is not permitted and may constitute a breach of the Privacy Act 1988 (Cth) and the National Privacy Principles.

## **19. CCTV**

You acknowledge that this business has installed CCTV cameras at various locations in and around the business premises. You agree to being video recorded as you enter, do business and leave our business premises. This includes video footage of your vehicle, yourself and any passengers. This video footage may be used to assess the condition of the vehicle upon presentation to this business.

## **20. REGISTRATION OF YOUR VEHICLE**

You understand that driving an unregistered vehicle is illegal and warrant that your vehicle is registered in accordance with the state/territory legislative and regulatory requirements applicable to your vehicle. Where your vehicle is not registered you will ensure that you take all necessary steps to notify us that your vehicle is unregistered.

Where you have not notified us that your vehicle is unregistered you agree to indemnify us for any fines, penalties, loss, damage, injury or death caused to any person or property when we are driving or otherwise operating your vehicle.

You agree that once an e-Safety check or "Pink Slip" or Authorised Unregistered Vehicle Inspection "Blue Slip" has been completed by us and your vehicle has passed the inspection, you will be responsible for ensuring the vehicle is fully registered with the Roads and Maritime Service of NSW including payment of the CTP Insurance and registration fee.

You further agree that if you are issued with a fail notice or "White Slip" it is your responsibility to ensure the required repairs are completed before the registration due date. You acknowledge that it is illegal to drive an unregistered vehicle and you are solely responsible for ensuring the vehicle is in a roadworthy condition prior to registration of that vehicle.

## **21. AUTHORITY IN RESPECT OF THE VEHICLE**

You authorise us to do every act, matter and thing that we consider desirable or necessary for us to provide you with the products and/or services set out in the Service Authorisation in respect of your vehicle, including (but not limited to):

- a. entering the vehicle; and
- b. test driving your vehicle (including driving your vehicle to another location outside of the premises).

## **22. PRIVACY**

Christopher James Albertini trading as "Chris Albertini Automotive" collects your personal information in order to provide you with our products and services and for internal administration and operational purposes, market and customer satisfaction research and in order to comply with legislative and regulatory requirements. If you do not provide your personal information, we may not be able to provide you with our products and services. Chris Albertini Automotive and its agents may use your personal information and disclose it to its related bodies corporate and third parties in order to inform you about products and services, special offers and discounts provided by us, its related bodies corporate and third parties that may be of interest to you.

If you do not wish to receive direct marketing communications from us, please contact us at [admin@albertiniauto.com.au](mailto:admin@albertiniauto.com.au) and include your name and address and we will not send you any further direct marketing communications.

Unless you indicate otherwise, you hereby consent to us using your personal information for the following purposes:

- a. our internal marketing activities, including direct marketing, database compilation, analysis of demographics and the processing or creation of other marketing information;
- b. customer surveys and individual follow-up calls, letters or emails enquiring as to your satisfaction with our products and services;
- c. reminders that your vehicle may be due for a service or that your registration may be due for renewal;
- d. advising you of information which may be relevant to you, including store closures or openings; and
- e. advising you of offers that we feel may be of interest to you.

If, at any time, you wish to withdraw your consent to any one or more of the above purposes, would like to access your personal information or have any other privacy concerns, please contact us.

## **23. MATTERS OUTSIDE OUR REASONABLE CONTROL**

We will not be liable for any delay in performing, or any failure to carry out repairs to your vehicle to the extent that such delay or failure results from events or circumstances outside our reasonable control. You understand that when repairing your vehicle the power supply in your vehicle may be temporarily interrupted. This may cause your audio system to lock and require an unlock code. We will take reasonable steps to prevent this from happening however it is usually outside our control. The unlock code for your audio system is supplied by the manufacturer of your vehicle and any cost incurred by us in unlocking your audio system will be your sole responsibility. During the process of repairs or servicing, some or all of your stored data may be lost.

While your vehicle is in our custody there is always a possibility of damage or loss due to such things as theft, fire, explosion, vandalism, and flying or falling objects. Loss or damage could also occur as a result of natural disasters like windstorm, hurricanes, tornadoes, earthquakes, hail, and flood. Other examples of loss or damage which are outside our reasonable control include damage to a vehicle caused as a result of a collision or damage from birds or an animal or if your vehicle is damaged as a result of civil unrest or riot. Whilst we will take all necessary steps to prevent loss or damage, some things are outside our reasonable control and we will not be held liable for any loss or damage to your vehicle or property as a result of these events.

We recommend comprehensive motor vehicle insurance for your vehicle to cover these events. Vehicles under finance usually have comprehensive insurance as a requirement of the loan agreement. The leasing or finance company will want to make sure your vehicle is fully insured during the time you still owe money on your vehicle. If your vehicle has any value, it is beneficial to hold comprehensive vehicle insurance. It is important to remember that Compulsory Third Party or CTP insurance (NSW CTP Greenslips), payable with your registration, only covers third party personal insurance not third party property or comprehensive insurance on your own vehicle.

## **24. JURISDICTION**

The proper law of the agreement between you and us is the law of the State of New South Wales and the parties agree to submit to the exclusive jurisdiction of the courts of that State.