

Terms and Conditions

1. GENERAL

This is a legal document setting out the Terms & Conditions upon which DC Mechanical Repairs Pty Ltd (ABN 13 049 183 526) will provide services to you. Please read the terms below in full. By acknowledging and agreeing to these terms and conditions a Contract ("Agreement") is formed between DC Mechanical Repairs Pty Ltd (ABN 13 049 183 526) (in this Agreement, "we" "us" or "our") and the customer (in this Agreement, "you").

This Agreement is commenced when you sign a form issued by us that describes the services that we will perform ("Service Authorisation") by signing this you are accepting and agreeing to all the following Terms & Conditions.

2. ESTIMATES

You agree:

- That the labour, parts and other costs, and any time frame provided in the Estimate is an estimate only
- An Estimate is only binding by us once it has been approved by you. Estimates can be approved verbally or in writing.
- We may amend the details of the Estimate verbally, or in writing and such amended details supersede prior details in the Estimate or dealings between both parties. Amended Estimates can be approved by you verbally or in writing
- The Estimate is valid for 30 days from its original issue date but is subject to changes due to the availability, or changes in the cost of goods and/ or materials
- All our prices include GST (Goods and Services Tax) unless stated otherwise
- Any second-hand parts or special order in parts will require payment upfront before being placed on order
- Freight costs may be incurred for parts that need to be ordered in
- We may require a 50% deposit from you if the total estimated costs of goods and/ or services exceeds \$1000.00. This will be payable when we receive the order from you

3. INVOICES/ PAYMENTS

- An invoice will be issued upon completion of services
- All prices include GST unless stated otherwise

You agree:

- To pay us in full, on the day you are notified by us that your vehicle is ready for collection, for all services rendered and products supplied before removing your vehicle and/ or the products from our premises, unless we have agreed otherwise
- To pay your invoice by cash, credit card or EFTPOS. Cheques will not be accepted (unless previously agreed to)
- We reserve the right to vary the purchase price and make additional charges in the event of a variation to the order for goods and/ or services including where we incur further costs in the following circumstances:
 - You provided inadequate, late, or incorrect information in relation to the vehicle or work required
 - We agreed to provide additional services not included or specifically excluded in the order or estimate
 - If you cancel a service or good, and we incur any loss resulting from the cancellation
- To the extent allowed by law, in the event that you:
 - Become bankrupt.
 - Have an administrator, controller, liquidator, receiver or receiver and manager appointed ("external administrator"); or
 - Any steps are taken, or proceedings commenced; to make you bankrupt or have external administrator appointed

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

- Unless agreed verbally or in writing by us, you must not withhold payment of the invoice price due to a dispute or any other query arising in respect of the order, the invoice price or any other matter connected with the contract
- At our complete discretion, we may apply any payment received by you to any amount owing by you

4. FAILURE TO PAY, STORAGE, LIEN & UNCOLLECTED GOODS

- If we have notified you that your vehicle is ready for collection, and you fail to pay the total invoice amount on that day, you acknowledge and agree to the following:
 - We have the right to exercise a lien (under general law or equity) and serve notice on you requiring immediate payment of the amounts outstanding
 - We can exercise a lien over all products in our possession belonging to you, including your vehicle and all goods in, or attached to your vehicle until all amounts owing to us has been paid in full
 - A storage fee of \$10 per day will be charged from the date we notify you that the vehicle is ready for collection to the date the amount owing has been paid in full and the vehicle has been collected
 - All costs and expenses associated with collecting overdue amounts, including (but not limited to) legal fees, storage charges and internal costs and expenses from us, are to be paid by you as a debt due and payable under these terms
 - If any amounts outstanding have not been paid within 6 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 or dispose of your vehicle and/ or all goods in or attached to your vehicle in accordance with Disposal of Uncollected Goods Act 1967 (QLD)
 - In the event that we sell or dispose of 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 excess balance of the proceeds of the sale or disposal will be returned to you
 - We will not be liable for any loss or damage you suffer as a result of us selling or otherwise disposing of your vehicle and/ or goods in or attached to your vehicle under this clause

5. PARTS/ WARRANTY

- Where possible, we use quality aftermarket parts and lubricants that meet or exceed the specifications of those originally fitted by your vehicle manufacturer or we use genuine vehicle manufacturer parts when required. If you want us 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 the provision of the services
- If a part required cannot be located locally and must be specially ordered in, payment will be required upfront before being placed on order with our supplier
- If a second-hand part is required payment will be required upfront before being placed on order with our supplier
- Special order in parts, second-hand parts & some new parts, are non-refundable once placed on order with our supplier, therefore if you decide to cancel the order you will not be refunded for the payment of the part as we are unable to return it to our supplier
- Second-hand parts come with a 3-month parts only warranty, unless stated otherwise, no labour will be covered under warranty when using second-hand parts
- New parts come with a 12-month parts & labour warranty, unless stated otherwise
- We will repair or exchange (where possible) the product or service if it becomes defective within the warranty period. We will bear the reasonable costs incurred in claiming the warranty
- Warranty will not apply to the following:
 - Normal wear and tear
 - Where goods come to the end of their natural service life
 - Maintenance items such as globes, wiper blades, lubricants, and fluids; or
 - Where the defect is a result of:

- Alteration, accident, misuse, abuse, or neglect.
- Unsafe or inappropriate driving practices; or
- Where the product or services are subsequently repaired or modified by an unauthorised service agent
- Except as required by law, we will be under no obligation to accept goods returned for any reason
- Without limiting any rights that may be available under the Australian Consumer law that are not lawfully excluded under these Terms, if you are seeking to make a claim pursuant to a third-party manufacturer warranty, the process is for the part to be sent back to the manufacturer for inspection and the remedy in relation to that claim will depend on the decision of the third-party manufacturer
- You acknowledge and agree we may, at our absolute discretion, refuse to fit any parts supplied by you ("owner supplied parts").
- If we do agree to fit owner supplied parts, you warrant that all parts are free from any pre-existing defects or faults and are suitable for the supply of services
- You also acknowledge and agree to the following:
 - We are not the supplier of the owner supplied parts for the purpose of the Australian Consumer Law and if we offer a warranty, then the warranty does not apply to the owner supplied parts.
 - If the owner supplied part is being delivered to our premises, or needs to be returned to the supplier of the owner supplied parts, then you must arrange such delivery and are liable for all transport charges, insurance, damage to the parts and damage to our property in connection with such delivery; and
 - To the extent permitted by law, you indemnify us from and against all existing and future claims of whatsoever nature, wherever and however arising, known or unknown and by any third party which arises out of or in connection with the owner supplied part

6. RETURNS POLICY (OF PARTS/ GOODS PURCHASED ONLY, WITHOUT SERVICE)

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 7 days with proof of purchase, unless that product is:

- a special or specific order part.
- 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.

7. PERFORMANCE & SERVICES

- We agree to perform the services as described in the Service Authorisation (or as amended as a result of updated instructions from you)
- We may in our absolute discretion cancel or postpone appointments in relation to services if it is reasonable for us to do so or is in our legitimate business interests to cancel or postpone the appointment
- Unless specified by us to the contrary in the order, we do not warrant that we will be capable of providing the services at specific times requested by you during the term of the contract
- Subject to otherwise complying with our obligations under the Contract, we shall exercise our independent discretion as to the most appropriate and effective manner of providing the Services and of satisfying your expectations of those Services
- We may agree to provide additional Services not included or specifically excluded in the Order or the Estimate, in this event, the Purchase Price may be varied in accordance with these Terms
- We will not be liable for any loss or damage to your vehicle, its accessories or contents, or your vehicle component, while your vehicle or vehicle component is on our premises or your vehicle is

being driven for the purpose of providing or checking the Services provided, unless such loss or damage is a direct result of the negligence of DC Mechanical Repairs Pty Ltd

8. AUTHORITY TO USE VEHICLE

You agree to authorise us on the following:

- To allow our staff to do every act, matter, and thing that we consider desirable or necessary for us to provide 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)
- To sublet some or all the services and to deliver and collect the vehicle from the premises of any contractor to whom the services are sublet

9. FORCE MAJEURE/ MATTERS BEYOND OUR CONTROL

- We do not guarantee to carry out our services in whole, or in part, if we are prevented from doing so due to any circumstances beyond our reasonable control including, without limitation, as a result of any strike, war, cyber-attack, terrorist attack, trade dispute, fire, flood, tempest, theft, epidemic, pandemic, breakdown in machinery of any kind, disruption to electricity (or any other utility), or breakdown or disruption of any electronic communication support system
- If we are affected by these circumstances, we will promptly notify you verbally or in writing
- You acknowledge and agree that when providing the services, 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 of our control. The unlock code for your audio system is supplied by the manufacturer of your vehicle and you will be Solely responsible for retrieving that code

10. CONSUMER 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

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. By signing the Service Authorisation form, you consent to DC Mechanical Repairs Pty Ltd registering a security interest over the vehicle fitted with the product for which payment has not been received
- Where we have indicated that we will accept payment by cheque or another negotiable instrument, the 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. LIABILITY

- 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
- In the event that your vehicle is not registered, you agree to inform us that your vehicle is not registered. We will not be liable to you or any third party in respect of any claim for breaches of the relevant road traffic or other authority

13. PRIVACY

- We will comply with all applicable privacy legislation, including the Privacy Act 1988 (CT). Unless you indicate otherwise, you hereby consent to us using your personal information for the following purposes:
 - Our internal marketing activities, including direct marketing, database compilation, analysis of demographics and the processing or creation of other marketing information.
 - Customer surveys and individual follow-up calls, letters or emails enquiring as to your satisfaction with our products and services.
 - Reminders that your vehicle may be due for a service or that your registration may be due for renewal.
 - Advising you of information which may be relevant to you, including store closures or openings; and
 - 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 DC Mechanical Repairs Pty Ltd on (07) 4057 4430.

14. JURISDICTION

- The proper law of the Agreement between you and us is the law of the State of Queensland, and the parties agree to submit to the exclusive jurisdiction of the courts of that State

15. DYNO WAVIER, DISCLAIMER & ABSOLUTE RELEASE

- You are aware that all tests are intended to be and will be at maximum performance and at wide-open throttle, thus applying stress similar to that which the vehicle would experience during operation on the road/ track and is therefore susceptible to the same risks as on the road/ track which may cause engine, power train, and/ or tyre/ wheel failure or damage
- You know and accept the risk of running your vehicle on the dynamometer
- You hereby represent that you know the condition of the vehicle and you assure that it is in an acceptable condition to run on the Dynamometer. You have been advised that DC Mechanical Repairs Pty Ltd does not know, nor assumes any such knowledge of the condition of the vehicle being tested/ tuned and you, nevertheless, agree to have your vehicle run on the Dynamometer. You represent that all parts of the vehicle are in good condition and are capable of full power and full throttle performance during any testing/ tuning being performed
- You hereby release DC Mechanical Repairs Pty Ltd from any liability of any nature for damage or other losses which may be sustained because of the testing/ tuning on the Dynamometer
- "Power Tune" Whilst we take every care in tuning your vehicle safely, when we are tuning for maximum power, we are pushing all the mechanical items in your vehicle to the very edge and sometimes well over the manufacturer's recommended power levels, we will not be held liable for failure's now and in the future. THIS IS DONE AT YOUR OWN RISK.

16. SUSPENSION STRUTS/ SHOCK ABSORBERS SEIZING ON HOIST

- A suspension strut or shock absorber can fail after the vehicle has been raised on a hoist. This can happen due to the strut or shock absorber being hyper-extended past it's normal travel when the suspension is allowed to hang. The strut or shock absorber can seize due to the valving inside being worn out and can cause it to no longer function correctly.

- You agree that DC Mechanical Repairs Pty Ltd is not responsible for failure of suspension struts or shock absorbers seizing on our hoist and that the cost of replacing the struts or shock absorbers will be at your expense.

17. AFTERHOURS DROP OFF & PICK UP

- If you are dropping your vehicle off outside of our normal trading hours, you agree that you are leaving your vehicle on our premises unattended at your own risk and will not hold DC Mechanical Repairs Pty Ltd responsible for any incidents relating to your vehicle.
- If you have agreed for us to leave your vehicle unattended outside our premises for you to pick up outside of our normal trading hours, you agree that you are doing this at your own risk and will not hold DC Mechanical Repairs Pty Ltd responsible for any incidents relating to your vehicle.

18. DISCOUNTS

- The following discounts are offered, subject to these terms & conditions:
 - Senior Card/ Seniors Business Discount Card/ Carer Business Discount Card Holders (Pension cards are **not** included): 10% off the total invoice
 - Veteran Card Holders/ APOD Members: 10% off the total invoice
 - James Cook University Students: Capped pricing on general services only
 - Trinity Beach Sports Club Members: 10% off general services only
- To be eligible, customers must present a valid and current card and declare their eligibility at the time of booking, vehicle drop-off, or prior to payment on the day of pick up.
- Discounts will only be applied prior to the invoice being finalised and paid in full.
- No discounts will be applied retrospectively under any circumstances once an invoice has been finalised and payment has been received.
- Failure to declare eligibility or present a valid and current card at the required time will result in the discount being forfeited.
- Discounts are limited to one vehicle per invoice and one eligible card per vehicle. Multiple discounts or cards cannot be applied to the same vehicle or invoice.
- Only one discount may be applied per invoice. Discounts cannot be combined with any other offer.
- We reserve the right to verify eligibility, refuse the application of a discount, or amend or withdraw discount offers at any time without notice.