

S & I Automotive Services Pty/Ltd

Terms and conditions

1. General

These terms and conditions form part of the contract (“agreement”) between S & I Automotive Services Pty Ltd (ABN 28125835832) (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 (“Service Authorisation”) or when 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 offering to buy products and/or services from us and by signing a Service Authorisation 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 or are sold to you, unless the context requires otherwise.

2. Pricing

All our prices and quotes include GST unless stated otherwise. A quote or price is only binding on us once the Service Authorisation has been signed. The scope and pricing of the Service Authorisation may change as a result of updated instructions from you.

3. Performance and Services

We agree to perform the services as described in the Service Authorisation (or as amended as a result of updated instructions from you).

4. 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 care, possession, control or 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 on or before completion of the work, unless we have agreed otherwise. In the event that there is an outstanding amount owed by you to us costs including but not limited to interest and administration fees may be incurred.

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

1. become bankrupt;
2. have an administrator, controller, liquidator, receiver or receiver and manager appointed (“external administrator”); or
3. 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.

5. Returns Policy (of product purchase 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.

6. Australia-Wide 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. The guarantee period applicable to the product or service may be indicated on the Service Authorisation or other communications.

Product / Service	Guarantee Period
New Parts/Workmanship	20,000 kms or 12 months guarantee (whichever occurs first) on certain new parts supplied and installed or labour performed by us
New Parts/Workmanship	10,000 kms or 6 months guarantee (whichever occurs first) on certain new parts supplied and installed or labour performed by us
New Parts/Workmanship	5,000 kms or 3 months guarantee (whichever occurs first) on certain new parts supplied and installed or labour performed by us
Batteries	Up to 36 months depending on the manufacturer's terms & conditions

We will repair or exchange (where possible) the product or service if it becomes defective within the guarantee period set out above. We will bear the reasonable costs incurred in claiming the guarantee.

This warranty will not apply:

- to normal wear and tear;
- where goods come to the end of their natural service life;
- to 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.

In order to make a claim under this guarantee, contact us on (02)93896088 or by email at rioumine@bigpond.com. We will repair, exchange or resupply (at our discretion) the product or service provided the claim falls within the conditions set out in this document.

7. 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).

8. Lien

You acknowledge that 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.

9. Abandonment

If any amounts outstanding have not been paid within two 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.

A warranty given by the customer to the effect that the person delivering the car to you is the owner of the car and duly authorised to hand it over to you for the purpose of repairs, etc.

The right to charge interest for delayed collection of a car,

The right to charge storage costs for late collection of car,

The right to charge legal and other costs associated with recovery of repair costs and enforcement of your terms and conditions,

The right to withhold a car until all costs and expenses have been paid to us,

The right to sell a car to recover any costs incurred after 2 months after notice given that the car is ready for collection, and

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 costs including but not limited to the costs of arranging and exercising the right of sale.

10. 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 and should not be test driven by us. 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.

11. 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):

- access to and entering the vehicle;
- working on your vehicle;
- creating a suitable work space or environment to work on your vehicle; and
- test driving your vehicle.

12. Privacy

We will comply with all applicable privacy legislation.

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 us on (02) 93896088 or email rioumine@bigpond.com

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