

Auto Services Terms & Conditions

Formation of agreement

1 These Terms and Conditions govern the provision of automotive services, (excluding Vehicle Inspections) (**Services**) and/or the supply of automotive parts and any other goods (**Parts**) by RAC Automotive Services Pty Ltd (ABN 93 095 467 226) of 832 Wellington Street, West Perth, WA 60005 (**RAC/our/we/us**).

Quotes and Service Repair Orders

- 2 We may provide you with a verbal or electronic estimate for Services and/or Parts when you book a Service (Estimate). The Estimate is valid for 7 days. If Parts are not in stock at the time of the Estimate, the quoted price is subject to change based on the price payable by RAC for the Parts at the time of Service.
- 3 On the scheduled date of Service, you must confirm the scope of work you would like us to perform and sign a service repair order (Service Repair Order).
- 4 The price specified in a Service Repair Order includes GST (as defined in the A New Tax System (Goods and Deliverables Tax) Act 1999 (Cth)).
- 5 We will notify you of any special conditions that apply to your Service Repair Order in addition to these Terms and Conditions.
- 6 We reserve the right to amend an Estimate and/or Service Repair Order after an assessment of your vehicle. If we need to amend an Estimate and/or Service Repair Order, we will contact you and obtain your consent before commencing any work. We also reserve the right at any time and for any reason to advise you that certain Services can only be performed in one of our Auto Service centres.
- 7 We will carry out the Services and/or install the Parts supplied specified in the Service Repair Order subject to these Terms and Conditions.
- 8 If, during the performance of the Services, we discover that additional Services and/or Parts are required (Additional Work):
 - a we will notify you of the Additional Work required; and
 - b you may elect to have all or part of the Additional Work performed.
- 9 RAC excludes any liability to you in connection with any loss or damage you suffer or incur as a result of your decision not to proceed with all or any of the Additional Work required, if applicable.
- 10 RAC reserves the right to refuse to perform the Services and/or supply the Parts for any reason.

Customer Supplied Parts

- 11 We may install Parts that you have supplied (**Customer Supplied Parts**). However, we reserve the right to decline any request to install Customer Supplied Parts in our absolute discretion.
- 12 We cannot guarantee the quality or performance of any Customer Supplied Parts or the labour to install them should the Customer Supplied Parts fail. To the maximum extent permitted by law and without limiting clause 35, RAC excludes any and all liability to you in connection with any loss or damage you suffer or incur as a result of RAC installing Customer Supplied Parts.

Up-front payments

- 13 Depending on the value of the Services and/or Parts (other than batteries), we may require you to pay a deposit or pay for the Services and/or Parts in full when you deliver your vehicle to our Auto Services centre or we otherwise attend your vehicle at an agreed location.
- 14 You must pay for batteries up-front and in full at the time of purchase.

Vehicle Inspections

- 15 If you have requested a Vehicle Inspection as part of the Service Repair Order, separate terms and conditions apply to the Vehicle Inspection component of the Services instead of these Terms and Conditions. The Vehicle Inspection Terms and Conditions can be found at <https://rac.com.au/car-motoring/car-servicing-and-repair/terms-conditions>.

Collection and disposal

- 16 Where relevant, we will issue you with a notice when your vehicle is ready to be collected (**First Notice**). You must:
 - a collect your vehicle; and
 - b pay any outstanding fees or costs that you owe to us, including towing and storage fees (**Outstanding Amount**).as soon as possible after the date of the First Notice and you acknowledge that your vehicle is stored by RAC at your risk and you indemnify RAC from and against any claim, loss or damage of any kind arising out of, under or in connection with such storage.
- 17 If you do not collect your vehicle, and pay any Outstanding Amount, for any reason within 14 days following the date of the First Notice, we may:
 - a charge you \$20 per day for continuing to store your vehicle; and
 - b issue you with a second and final notice (**Final Notice**).The Final Notice is a notice that we intend to sell or otherwise dispose of your vehicle if you do not collect it, and pay any Outstanding Amounts, within 14 days following the date of the Final Notice.
- 18 If you do not collect your vehicle, and pay any Outstanding Amounts, for any reason within 14 days following the date of the Final Notice, you agree that we may:
 - a dispose of your vehicle; or
 - b sell your vehicle and apply the proceeds of the sale in satisfaction of the Outstanding Amount and any further costs that we incur in relation to the sale (**Final Amount Owning**).
- 19 You agree that:
 - a you appoint us as your agent for the purposes of selling or otherwise disposing of your vehicle in accordance with clause 18;
 - b and on the basis of our appointment as your agent under clause 19 we may sign any documents on your behalf in relation to the sale or disposal of your vehicle, including any Notification of Change of Ownership (or any other similar form) required by the Department of Transport in relation to the sale or disposal of your vehicle.
- 20 If applicable, we will hold any proceeds from the sale which are in excess of the Final Amount Owning (**Surplus Amount**) on trust for you for 6 months following the date of the sale. If you do not collect the Surplus Amount for any reason within this timeframe, then we may donate the Surplus Amount to a registered charity of our choice.
- 21 You agree that the process in clauses 16 to 20 replaces any other processes which may otherwise apply in relation to the disposal of uncollected goods, including under the Disposal of Uncollected Goods Act 1970 (WA).

Lien over vehicle

- 22 You acknowledge and agree that we may, in our absolute discretion, exercise a lien over your vehicle and/or the Parts until all monies due and payable to us are paid in full and cleared funds.

Statutory warranties

- 23 Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- a to cancel your service contract with us; and
 - b to a refund for the unused portion, or to compensation for its reduced value.
- You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

Extended Services and Parts warranty

- 24 In addition to the rights you have under the Australian Consumer Law, we offer the following extended warranty on Services performed and/or Parts (excluding batteries) purchased and installed by RAC:
 - a a 6 month or 10,000km warranty (whichever occurs first) for private vehicles; or
 - b a 3 month or 5,000km (whichever occurs first) for commercial vehicles. (collectively, **Extended Services and Parts Warranty**).
- 25 The Extended Services and Parts Warranty starts on the date we first perform the Services and/or install the Parts.
- 26 The Extended Services and Parts Warranty is personal to you. It is not transferrable or assignable.
- 27 The Extended Services and Parts Warranty does not apply to:
 - a Customer Supplied Parts, including installation;
 - b your failure to properly maintain and use or operate the vehicle in accordance with the manufacturer's recommendations;
 - c your failure to carry out any repairs recommended by RAC, either verbally or in writing;
 - d repairs improperly performed or parts improperly installed by any person other than RAC; and
 - e deterioration due to fair wear and tear or any environmental conditions including salt, hail, windstorm, lightning or flood.

Extended Battery Warranty

- 28 In addition to the rights you have under the Australian Consumer Law, if you have purchased a battery directly from us and your battery is found to be defective in material or workmanship (and not merely flat/discharged) during the period specified on the front of the invoice, we will replace your battery free of charge* (**Extended Battery Warranty**).
- 29 The Extended Battery Warranty applies from the date of original sale. It is not transferable or assignable.
- 30 The Extended Battery Warranty does not cover a battery:
 - a that fails due to improper charging, incorrect fitment, broken container or cover, damage caused by fire, excessive heat, wreckage, explosion, freezing, damage caused by abuse, modification, failure to follow the manufacturer's instructions, neglect or the use of special additives introduced to the battery;
 - b where you have changed your mind about the battery, found it at a cheaper price and no longer want it, where you knew about faults to your vehicle that may affect the battery prior to purchasing the battery; or
 - c you have purchased despite advice that it does not meet your needs.

Warranty claim procedure

- 31 To make a warranty claim, call us on 1300 135 667 or write to us at 38 Collier Pass, Joondalup, WA 6027. You may need to take your vehicle or your defective battery, as applicable, to one of our Auto Services centres.
- 32 To the extent provided under the Australian Consumer Law you are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage.
- 33 If you are not a member of The Royal Automobile Club of WA (Inc) at the time the warranty claim is made, a service fee may be charged if roadside assistance is provided (other than in relation to your RAC purchased battery).
- 34 A warranty claim will not be honoured unless you provide proof of purchase (eg. invoice).

Limitation of Liability

- 35 To the maximum extent permitted by law, the liability of RAC if any, under or arising for supply of Parts and or performance of Services or breach of any term, condition or warranty implied in or imposed upon the sale or supply of Parts or performance of Services by law is limited, at the option of RAC:
 - in the case of Parts:
 - a the replacement of the Parts or the supply of equivalent Parts;
 - b the repair of the Parts;
 - c to the payment of the cost of replacing the Parts or of acquiring equivalent parts; or
 - d to the payment of the cost of having the Parts repaired.
 - in the case of Services:
 - a the supply of the Services again; or
 - b the payment of the cost of having the Services supplied again.

Except as expressly provided above and to the extent permitted by law, RAC is not liable to you for any loss or damage (including, without limitation, consequential or indirect loss or damage or loss of profits) howsoever caused which may be suffered or incurred or which may arise directly or indirectly in respect of the Parts or Services or the failure of RAC to comply with these Terms and Conditions.

Privacy

- 36 We collect your personal information to provide you with the Services and/or Parts. We may have to disclose your personal information to third parties who assist with the provision of the Services and/or the supply of Parts. If you don't provide the information requested, we may not be able to repair or service your vehicle or provide the related Parts. You may request to access the information collected by contacting us on 1300 135 667. To read our privacy policy please visit www.rac.com.au/privacy. If you do not wish to receive marketing communications from us, or our related bodies corporate or third parties, please contact us at RAC, GPO Box C140, Perth WA 6839 and include your name and address and we will not send you any further marketing communications.

General

- 37 We may subcontract some or all of the Services and/or the supply and installation of Parts to third parties.
- 38 The laws of Western Australia govern these Terms and Conditions.
- 39 If you have a complaint in respect of any Services or Parts please contact us on 1300 135 667. We should be given the opportunity to inspect your vehicle or your battery, as applicable, and may need to do so to deal with your complaint.
- 40 A term or part of a term contained in these Terms and Conditions that is illegal or unenforceable may be severed from the terms and the remaining terms or parts of the terms continue in force.
- 41 Any notice required to be served on a party may be served personally, sent by email or letter addressed to that party at the party's address specified on the Service Repair Order.