

Vehicle inspection Terms and Conditions

1. Introduction

- 11 These Terms and Conditions form the basis of the agreement between you and RAC Automotive Services Pty Ltd (ABN 93 095 467 226) ("RAC Auto Services") for your Vehicle Inspection.
- 12 These Terms and Conditions may be varied by RAC Auto Services from time to time and any changes to these Terms and Conditions can be viewed at rac.com.au.
- 13 We reserve the right to refuse to conduct a Vehicle Inspection on any vehicle for any reason.
- 14 The Vehicle Inspection Report is prepared solely for you in order for you to assess the state of your Appraised Vehicle and must not be relied upon by any other person or for any other purpose.

2. Interpretation

The following definitions apply unless the context requires otherwise. 'Appraised Vehicle' means the vehicle nominated by you to undergo a Vehicle Inspection by RAC Auto Services. 'Customer/you' means the person for whom a Vehicle Inspection Report is prepared. 'RAC Auto Services/ we/our/us' means RAC Automotive Services Pty Ltd ABN 93 095 467 226. 'Report' means the written report produced by the vehicle inspector as part of the Vehicle Inspection undertaken by RAC Auto Services. 'Vehicle Inspection' means the RAC Auto Services appraisal service provided to the Customer in accordance with these Terms and Conditions. The headings used in these terms are for convenience only and shall not affect the interpretation of their contents.

3. General

We will only check items listed on the Report. Our Report will cover the Appraised Vehicle's engine compartment, tyres and wheels, brakes and under body. In addition, the Appraised Vehicle will be taken on a road test. A Vehicle Inspection does not include an inspection of the body work, nor does it involve dismantling or disturbing any structure, assembly, component or internal mechanism. RAC Auto Services does not inspect motorbikes, buses, trucks or commercial vehicles larger than 3 tonnes GVM. An engine compression test is not included but can be carried out if requested at a further cost.

4. Exclusions

Items listed on the Report, but which are not reasonably accessible on the Appraised Vehicle will not be inspected. In such circumstances we will be under no obligation to inspect and/or report on the part/item in question and will mark the relevant section of the Report accordingly. The Vehicle Inspection does not guarantee:

- a. that all or any of the components of the Appraised Vehicle are original components or replacement components, which have been manufactured by the manufacturer of the Appraised Vehicle; and
- b. the authenticity of the registration, the mileage, VIN number, the engine number or the vehicle service history.
- c. The Vehicle Inspection does not check:
- d. any items not specifically mentioned on the Vehicle Inspection Report;
- e. the general vehicle history; or
- f. whether any recall notices have been issued. We recommend you check with the vehicle's manufacturer that the Appraised Vehicle has not been subject to a recall notice.

The Vehicle Inspection can only describe and/or identify defects actually found and/or which are reasonably capable of being found upon external visual consideration of the Appraised Vehicle at the time of the Vehicle Inspection. We cannot be held and are not responsible for any latent defects which are later discovered. We cannot advise of defects if we cannot see them or if they are not apparent during the Vehicle Inspection. The Vehicle Inspection does not check for the addition of additives to engine oil, transmission, differentials or cooling systems to mask leaks or mechanical defects.

5. Road testing

Road testing is carried out within the immediate area of the Vehicle Inspection. If, due to circumstances outside of our reasonable control, the vehicle is deemed to be of an un-roadworthy condition, for example, the vehicle's brakes and/or tyres are worn or inadequate, a road test will not be carried out at the time of inspection, the original fee shall remain fully payable and an additional fee will be payable for any subsequent road test we are asked to undertake. Road testing is limited to speed limits in force in the area of testing. 4WD and AWD systems and operation are not tested as part of the road test.

6. Fees and cancellations

Fees and charges must be paid at the time of completion of the Vehicle Inspection. All fees and charges are subject to change without notice. However, we will update our fees and charges regularly in written information we provide and at our website: rac.com.au. Some prestige or imported cars require extra time to complete a Vehicle Inspection and may be subject to additional charges. The additional charges will be identified and notified to you prior to the Vehicle Inspection.

7. Complaints

If you have a complaint please contact RAC Auto Services on 1300 797 078. We should be given the opportunity to re-inspect the Appraised Vehicle and may need to do so to deal with the complaint.

8. Privacy statement

RAC Auto Services 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 us with your personal information, RAC Auto Services may not be able to provide you with its products and services. RAC Auto Services 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 RAC Auto Services, its related bodies corporate and third parties that may be of interest to you. For further information on how RAC Auto Services deals with your personal information, view our Privacy Policy at rac.com.au. If you do not wish to receive marketing communications from RAC Auto Services, its 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.

9. Liability

We do not exclude, restrict or modify any rights and remedies available to you under legislation, including in respect of the Competition and Consumer Act 2010 (Cth). Other than your statutory rights which cannot be excluded, 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:

- a. the re-supply of the services; or
- b. the payment of the cost of having the services re-supplied.
- c. to the maximum extent permitted by law, we will not be liable to you or any third parties for any claim (whether that claim arises in contract, tort (including negligence) or statute) for any loss (including loss of data, loss of goodwill, indirect or consequential loss), damage, injury or death to any person or property arising out of or relating to the services performed by us, except to the extent that the loss or damage was caused or contributed to by RAC.

10. Statutory warranty

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.

11. Severability

A term or part of a term of these Terms and Conditions that is illegal or unenforceable may be severed from these Terms and Conditions and the remaining terms or parts of the terms continue in force.

12. Governing law and jurisdiction

These Terms and Conditions are governed by the law of Western Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia.