

RAC Tyres Online Terms & Conditions

Formation of agreement

1. These Terms and Conditions govern the purchase of tyres and/or the performance of wheel fitment, balancing, alignment and/or puncture repair (**Services**) by RAC Motoring Pty Ltd (ABN33 009 292 228) trading as RAC Tyres of 832 Wellington Street, West Perth, WA 6005 (**RAC/our/we/us**) ordered through the tyres.rac.com.au website (**Website**).
2. The Services will be performed at a service centre owned by either RAC Automotive Services Pty Ltd (**RAC Auto Services**) or an independent third party who has agreed to perform the Services for RAC's customers (**Service Centre**) or at a location of your choice (**Customer Service Site**) by a mobile tyre service (**RAC Mobile Tyre Service**).

Online Bookings

3. You may make an online booking for tyres and Services through the Website (**Booking**).
4. Bookings include those made directly by you through the Website and those made with assistance of RAC on your instructions.
5. By making a Booking you:
 - (a) acknowledge that your Booking is governed by these Terms and Conditions;
 - (b) acknowledge that your Booking is treated as an express intention to purchase the nominated tyres and/or Services for the agreed online price, which may include a callout fee for any RAC Mobile Tyre Service (**Price**);
 - (c) agree to deliver your vehicle to the Service Centre or Customer Service Site you have nominated to perform the Services on the date and time specified on the Booking; and
 - (d) agree, in respect of RAC Mobile Tyre Services only, to ensure the Customer Service Site is accessible in accordance with advice advertised on the Website and that you will be available at the Customer Service Site at the specified Booking time to provide RAC with access to your vehicle.
6. The tyres ordered in your Booking will be delivered to the Service Centre nominated in your Booking prior to the scheduled date of Service or delivered to the Customer Service Site as part of any RAC Mobile Tyre Service.
7. We reserve the right to amend a Booking after a full assessment of your vehicle when you attend our Service Centre or at a Customer Services Site, as applicable. If we need to amend a Booking, we will obtain your consent before commencing any work.
8. We will carry out the Services specified in your Booking.
9. If, during the performance of the Services, we discover that additional Services and/or tyres 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.
10. RAC reserves the right to refuse to perform the Services and/or Additional Work for any reason.
11. RAC may elect in its absolute discretion, in respect of RAC Mobile Tyre Services, not to carry out the RAC Mobile Tyre Services at the location requested in the Booking or ask you to move your vehicle to an alternative location.
12. We will notify you of any special conditions that apply to your Booking in addition to these Terms and Conditions.

Amending your Booking

13. You may reschedule the time, date or location of a Booking through the Website subject to lead times.
14. You may reschedule the time, date or location of a Booking and in addition you may modify the Services included in the Booking by calling RAC on 1300 651 042 subject to lead times.

Accuracy of information

15. Care has been taken to ensure that the information on the Website is accurate. We do not, however, promise or represent that it is accurate or free from errors or omissions and we reserve the right to make any necessary corrections. You should enquire with us directly to ensure the accuracy and currency of any material you seek to rely upon.

Price

16. The Price specified in a Booking includes GST (as defined in the *A New Tax System (Goods and Deliverables Tax) Act 1999* (Cth)).
17. We reserve the right to alter the agreed Price if an incorrect Price was caused by a software fault, error or malicious attack.
18. If tyres are included in a Booking, the Price includes the supply of the tyres, fitment, balancing and the cost of disposal of any tyre replaced by a tyre supplied by us.
19. The Price specified in a Booking does not include alignment of wheels unless the alignment of wheels is identified as an additional item within the Booking.

Payment

20. Subject to clause 21, you must pay for tyres, Services and any callout fee in respect of RAC Mobile Tyre Services up-front and in full on the Website when you make a Booking.
21. If RAC assists you to create a Booking during a Roadside Assistance callout you must pay for tyres, Services and any callout fee in respect of RAC Mobile Tyre Services up-front and in full on the Website when you make the Booking, unless RAC (in its absolute discretion) permits you to pay for the tyres, Services or any callout fee in respect of RAC Mobile Tyre Services at the Service Centre or at a Customer Service Site, as applicable, on the scheduled date of Service, in which case you must pay the Price at the Service Centre or at a Customer Service Site, as applicable, at the time the Services are scheduled to be performed.
22. No surcharges apply to payments made by credit card on the Website but may apply to payments made directly through the Service Centres.
23. A surcharge of no more than 4% may apply to payments made by credit card at a Service Centre not owned by RAC Auto Services subject to the credit card surcharge policies of that Service Centre.
24. A surcharge will apply to payments made by American Express credit card at a Service Centre owned by RAC Auto Services.

Refunds and Cancellations

25. You may cancel your Booking at any time through the Website or by calling us on 1300 651 042.
26. If you cancel your Booking in accordance with clause 25, we will refund any payment received by you to the same credit card used for payment.
27. If you do not attend the Service Centre nominated in your Booking on the scheduled date of Service as specified in your Booking, we will contact you in order to reschedule your Booking or take your instructions to cancel your Booking, in which case we will refund any payment received from you to the same credit card used for payment.

Collection and disposal

28. If the Services are performed at RAC Auto Services, we will issue you with a notice when your vehicle or wheel is ready to be collected (**First Notice**). You must:
 - (a) collect your vehicle or wheel; and
 - (b) pay any outstanding fees or costs that you owe to us (**Outstanding Amount**),as soon as possible after the date of the First Notice.
29. If you do not collect your vehicle or wheel, and pay any Outstanding Amounts, for any reason within 14 days following the date of the First Notice, we may:
 - (a) in the case of a vehicle, 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 or wheel if you do not collect it, and pay any Outstanding Amounts, within 14 days following the date of the Final Notice.
30. If you do not collect your vehicle or wheel, and pay any Outstanding Amounts, for any reason within 14 days following the date of the Final Notice, you agree that we may:
 - (a) sell or otherwise dispose of your vehicle or wheel; and
 - (b) 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**).

31. You agree that:

- (a) you appoint us as your agent for the purposes of selling or otherwise disposing of your vehicle or wheel in accordance with clause 30(a); and
 - (b) on the basis of our appointment as your agent under clause 31(a), we may sign any documents on your behalf in relation to the sale 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.
32. 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.
 33. You agree that the process in clauses 28 to 32 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

34. You acknowledge and agree that we may, in our absolute discretion, exercise a lien over your vehicle and wheel until all monies due and payable to us are paid.

Third party websites

35. The Website may contain links to other websites operated, controlled or produced by third parties. Unless otherwise indicated, RAC does not control, endorse, sponsor or approve any such third party websites or their content nor does RAC provide any warranty or take any responsibility whatsoever for any aspect of those websites or their content.

ACL Warranties

36. 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:

- to cancel your service contract with us; and
- 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 Tyres warranty

37. In addition to the rights you have under the Australian Consumer Law, we offer the following extended warranty in relation to the tyres sold by RAC and Services performed pursuant to a Booking:
- (a) a 12 month warranty for a defect in the manufacture of a tyre; or
 - (b) a 6 months or 10,000km warranty (whichever occurs first) for fitment of tyres and/or wheel alignment,
- (collectively, **Extended Services and Tyres Warranty**).
38. The Extended Services and Tyres Warranty starts on the date we first perform the Services.
39. The Extended Services and Tyres Warranty is personal to you. It is not transferrable or assignable.
40. The Extended Services and Tyres Warranty does not apply to:
- (a) your failure to properly maintain and use or operate a tyre or the vehicle the tyres are fitted to in accordance with the manufacturer's recommendations;
 - (b) your failure to carry out any repairs recommended by RAC, either verbally or in writing;
 - (c) repairs improperly performed or parts improperly installed by any person other than RAC or a Service Centre listed on the Website; and
 - (d) deterioration of a tyre due to fair wear and tear or any environmental conditions such as salt, hail, windstorm, lightning or flood.

Warranty claim procedure

41. To make a warranty claim, call us on 1300 651 042 or write to us at 38 Collier Pass, Joondalup, WA 6027. You may need to take your vehicle or your defective tyre, as applicable, to one of the Service Centres.
42. You are responsible for any reasonably foreseeable expenses you incur in making a warranty claim.
43. 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 tyre).
44. A warranty claim will not be honoured unless you provide proof of purchase (e.g. invoice).

Limitation of Liability

45. To the maximum extent permitted by law and subject always to the Australian Consumer Law, RAC:
- (a) limits its liability for a breach of these Terms and Conditions, at its election, to the re-performance of the Services and/or re-supply of the tyres or the cost of having the Services re-performed and/or the tyres re-supplied by a third party; and
 - (b) excludes liability for any loss of profit, loss of revenue, loss of data and loss of goodwill.

Privacy

46. We collect your personal information to provide you with the Services and to enable you to make online bookings. We may have to disclose your personal information to third parties who assist with the provision of the Services. If you don't provide the information requested, we may not be able to sell or repair your tyres and provide the Services. You may request to access the information collected by contacting us on 1300 651 042. 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

47. We may subcontract some or all of the Services.
48. The laws of Western Australia govern these Terms and Conditions.
49. If you have a complaint in respect of any Services or tyres please contact us on 1300 651 042. We should be given the opportunity to inspect your vehicle or your tyre, as applicable, and may need to do so to deal with your complaint.
50. 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.
51. 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 Booking.