

Terms and Conditions of Sale and Provision of Service

Last updated: 01 JANRUARY 2021

1. GENERAL

These terms and conditions form part of the contract (**agreement**) between Brownies Shed: Automotive Service and Repairs ABN 364160227 (**we or us**) and the customer (**you**) that is formed when

- you sign a form issued by us that describes services that we will perform (**Repair Authority Form**); or
- under our contactless service model, you place your vehicle key in the provided container or leave the key in your vehicle and by doing so you also authorise Brownies Shed to perform the agreed services (or amended services as a result of updated instructions from you) on your vehicle (also a **Repair Authority Form** in the alternative); or
- when we agree to sell products to you, or when you book and/or pay for our products or services via our website www.browniesshed.com.

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 Repair 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/or by providing a Repair 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, 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 upon Repair Authorisation. The scope and pricing of the Repair Authorisation may change as a result of your updated instructions.

3. PERFORMANCE & SERVICES

We agree to perform the services as described in the Repair 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 premises, unless otherwise agreed. You further agree that payment of all amounts for work contemplated by the Repair Authorisation (or as amended as a result of updated instructions from you), and (in the absence of manifest error) all amounts set out in the relevant document, become due upon completion of the work and must be paid by close of business on the day of completion of the work, unless we have agreed otherwise.

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 an external administrator

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

In the event where your overdue account is referred to a collection agency and/or law firm, you will be liable for all costs which would be incurred as if the debt was collected in full, including commission on collection of the additional costs and also including legal demand costs.

5. RETURNS POLICY

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 14 days with proof of purchase, unless that product is a discontinued part; not in resalable condition; a tyre or other product that has been fitted to a vehicle; and/ 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.CHANGES AND CANCELLATIONS

We provide advice on products including tyre and wheel sizes based on a vehicle's original manufacturer's specifications however, sometimes, there may be variations so we recommend customers check their vehicle's tyre fitment information.

If you order products that are an incorrect size or specification, or the products are out of stock, or if you wish to cancel a services booking for repairs or maintenance, we are happy to arrange for the correct products to be fitted or services to be completed at the next convenient opportunity.

If you have already paid for a product or a services booking and wish to cancel before the product is fitted or the services commenced; or if the products are out of stock; or if we are unable to fulfil your order or booking request, we can arrange for a refund. Under no circumstances will we be liable for any loss or damage suffered by you or any third party for any cancellation or any delay in fulfilling a product order or in completing services to your vehicle.

If you wish to upgrade products or services which you've already booked and paid for, we can process the additional payment when you visit our store.

7. REFUNDS

Refund payments will be processed once you complete any required Request for Refund document; and your transaction, identification and payment information has been verified; and the refund authorised by an appropriate manager.

Partial refunds, including due to variations in stock or charges, may be processed by the Store Manager under certain circumstances. All other refunds, including full refunds, may only be processed by our Store Support Office. Refunds will be actioned within one business day and valid refunds should be returned to you within 3-5 business days. Refunds will be credited to the same payment method used in your initial transaction.

8. AUSTRALIA-WIDE GUARANTEE

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.

Where you bring the vehicle back to us we will repair or exchange (where possible) the product or service if it becomes defective within the guarantee period. 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;
- where the defect is a result of alteration, accident, misuse, abuse or neglect, or unsafe or inappropriate driving practices; or
- where the goods are subsequently repaired or modified by a service agent not authorised by us.

To make a claim under a guarantee, contact Brownies Shed: Automotive Service and Repairs, at 108 Ryot Street, Warrnambool, VIC or email browniesshedautos@gmail.com. You must return the item (so that we may show the item to the manufacturer if necessary) and we will repair, exchange or resupply (at our discretion) the product or service provided the claim falls within the guarantee's terms and conditions.

9. 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).

10. 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.

11. ABANDONMENT

You agree that if any payments remain outstanding and your vehicle and/or goods have not been collected within one calendar month of us providing notice to you, and if we do not hear from you after making reasonable attempts to contact you, we may and will dispose of 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 without further notice or liability to you.

12. NO 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 liability to you for any loss or consequential loss as a result of any delay in fulfilling a product order or in completing services to your vehicle.

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.

13. 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 under the Repair Authorisation in respect of your vehicle, including (but not limited to) entering the vehicle and test driving your vehicle (including driving your vehicle to another location outside of the premises).

14. NO WAIVER

Any failure by us to enforce any provision of these Terms and Conditions of Sale and Provision of Service shall not be deemed to be a waiver of any of our rights and remedies under these terms and conditions.

15. INVALID TERMS

If any provision of these Terms is held invalid, unenforceable or illegal for any reason, that provision will be deleted and the remaining provisions of the Terms will remain in full force.

16. PRIVACY

We will comply with all applicable privacy legislation including the Privacy Act 1988 (Cth).

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 our Office Team on **03 45002964**

Our [Privacy Policy](#) tells you more about how we usually use and disclose your personal information and how you can ask for access to it.

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