

Terms and Conditions

1. Introduction

- 1.1 These Terms and Conditions form the basis of the agreement between you and RAC Auto Services for your Vehicle Condition Appraisal.
- 1.2 These Terms and Conditions may be varied by RAC Auto Services from time to time at its discretion. The Customer accepts and is bound by changed terms with respect to all Vehicle Condition Appraisals after the date of the change.
- 1.3 We reserve the right to refuse to conduct a Vehicle Condition Appraisal on any vehicle.

2. Interpretation

The following definitions apply unless the context requires otherwise.

Appraised Vehicle means the vehicle nominated by you to undergo a Vehicle Condition Appraisal by RAC Auto Services.

Customer/you means the person for whom a Vehicle Condition Appraisal Report is prepared.

RAC Auto Services/we/our/us means RAC Automotive Services Pty Ltd trading as RAC Auto Services ABN 93 095 467 226.

Report means the written report produced by the vehicle inspector as part of the Vehicle Condition Appraisal undertaken by RAC Auto Services.

Vehicle Condition Appraisal 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

Reports are limited to the parts and/or items specifically listed on the Report. Specifically, the check list for the Report is available on our website at: www.rac.com.au or available on request prior to the Vehicle Condition Appraisal.

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 Condition Appraisal does not include an inspection of the body work, nor does it involve dismantling or disturbing any structure, assembly, component or internal mechanism.

Vehicle Condition Appraisals will be carried out at RAC Auto Service Centres.

RAC Auto Services does not inspect motorbikes, buses, trucks or commercial vehicles larger than 3 tonnes GVM.

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 Condition Appraisal 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.

The Vehicle Condition Appraisal does not check:

- (a) the general vehicle history; or
- (b) whether any recall notices have been issued and you are recommended to 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 Condition Appraisal. 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 Condition Appraisal.

The Vehicle Condition Appraisal 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 Condition Appraisal. 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 by major credit card or cash at the time of completion of the Vehicle Condition Appraisal.

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: www.rac.com.au.

Some prestige or imported cars require extra time to complete a Vehicle Condition Appraisal and as such may be subject to additional charges. The additional charges will be identified and notified to you prior to the Vehicle Condition Appraisal.

We reserve the right to refuse to conduct a Vehicle Condition Appraisal on any vehicle.

7. Complaints

In the event of a complaint or dissatisfaction please contact RAC Auto Services on telephone 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, visit www.rac.com.au or write to RAC, GPO Box C140, Perth WA 6839.

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 any rights and remedies available to you in terms of the Trade Practices Act 1974 (Cth) or any similar applicable state or territory legislation in relation to the provision by us of any services through RAC Auto Services which cannot be excluded, restricted or modified. Otherwise 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 those services; or
- (b) the payment of the cost of having those services re-supplied.

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 profits or special, indirect, incidental or consequential loss), damage, injury or death to any person or property arising out of or relating to the products sold by us or the services performed by us.

10. 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.

11. 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.