

Terms and Conditions of Sale and Provision of Service

Last updated: 19 September 2024

1. GENERAL

These terms and conditions form part of the contract (agreement) between Empire Auto Garage PTY LTD ABN 40679615920 (we or us) and the customer (you) that is formed when:

you sign the customer check in form; or

you leave your vehicle key at reception or with an authorised team member, or you leave the key in your vehicle and advise us that you have done so, and by doing so you also authorise Empire Auto Garage to perform the agreed services (or amended services as a result of updated instructions from you) on your vehicle; 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.empireautogarage.com.au.

You acknowledge that these terms and conditions and the Customer check in form embody the whole agreement between you and us. You agree that the scope and terms of the Customer Check in form, Service 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 Service 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. We are unable to provide repairs or services using parts provided by you.

2. PRICING

All our prices and quotes include GST unless stated otherwise. A quote or price is only binding on us upon the Customer check in. The scope and pricing of the Service Authorisation may change as a result of your updated instructions.

3. PERFORMANCE & SERVICES

We agree to perform the services as described in the Service 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 Service 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.

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.

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. 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.

9. 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.

10. 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.

11. 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 Service 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).

12. 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.

13. 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.

14. PRIVACY

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

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.

18. JURISDICTION

The proper law of the agreement between you and us is the law of the State of Queensland and you agree to submit to the exclusive jurisdiction of the courts of that State and the courts entitled to hear appeals from those courts.