

Menzies Auto Service
Terms and Conditions - Wrong Fuelling of Vehicle
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1. APPLICATION

- 1.1 Menzies Auto Service Pty Ltd ABN 69 010 634 527 trading as Menzies Auto Service (“Menzies”) shall provide the listed repairs set out in any written quote to you and includes (a) removing the fuel from the Vehicle’s fuel tank, fuel lines and fuel filters; (b) replacing the removed fuel with up to 5-10 litres of the correct fuel and flushing the Vehicle’s fuel system to remove any residual contaminated fuel; (c) re-fuelling the Vehicle with the correct fuel; and (d) a run and test of the Vehicle (the Services).
- 1.2 These terms and conditions (Terms) apply to Menzies’ provision of Services to you (the purchaser of the Services) for your Vehicle in addition to any general terms of trade provided in any written quote for the Services. By requesting that Menzies provides the Services to you, you agree to be bound by these Terms.

2. SERVICES

- 2.1 Menzies will use reasonable endeavours to provide the Services to assist in restoring your Vehicle to the operating state it was in prior to filling the vehicle with incorrect fuel.
- 2.2 You acknowledge that the effectiveness of Menzies’s Services for a Vehicle will be impacted by a range of factors beyond Menzies’s control, including: (a) the type of vehicle, and its sensitivity to fuel contamination; (b) the type of contaminant introduced to the fuel system (e.g. incorrect fuel, water, sediment); (c) the amount of incorrect fuel added to the fuel tank; (d) the length of time that the engine was running; (e) the amount of incorrect fuel that the engine consumed; (f) the extent to which the incorrect fuel can be extracted; (g) whether the Vehicle allows sufficient access to the fuel receptacles and related components; and (h) the condition of the Vehicle’s fuel system owing to its age, maintenance history, and other factors; and
- 2.3 Menzies cannot guarantee that the Services will remove the entirety of the incorrect fuel or restore your Vehicle to the state that it was in prior to the incorrect fuel being added.

3. RETENTION AND DISPOSAL OF FUEL

- 3.1 You acknowledge that retention of drained fuel is not possible in all cases and Menzies may at its complete discretion decline any request by you to retain drained fuel from your Vehicle.
- 3.2 Where you have requested to retain the drained fuel from your Vehicle, Menzies will only decant the fuel into containers suitable for holding flammable liquids and have markings that indicate it has been manufactured to AS/NZS 2906:2001 Fuel containers - Portable-Plastics and metal standards, with no exception.
- 3.3 You take the retained fuel at your own risk and accept all responsibility for the use, storage and disposal of the retained fuel.
- 3.4 You acknowledge unlawful disposal of the retained fuel may cause serious environmental harm and agree to only dispose of the retained fuel in accordance with any applicable laws or regulations and not participate in any illegal dumping or abandonment.

[https://menziesauto1.sharepoint.com/sites/Shared Documents/Company Data/1. Menzies Auto Service/01 - Documents/Workshop/Wrong Fuel - Terms and Conditions/Terms Conditions - Wrong Fuelling of Car V2 \(10373264xEB568\).DOCX](https://menziesauto1.sharepoint.com/sites/Shared Documents/Company Data/1. Menzies Auto Service/01 - Documents/Workshop/Wrong Fuel - Terms and Conditions/Terms Conditions - Wrong Fuelling of Car V2 (10373264xEB568).DOCX)

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- 3.5 Menzies cannot make any determination on the potential levels of contaminant in any retained fuel and accepts no liability for its use.
- 3.6 Any fuel removed from your Vehicle that is not retained by you becomes the property of Menzies whether salvageable or waste.

4. LIABILITY AND WARRANTIES

- 4.1 You acknowledge that the Services may not rectify the issues caused by you filling the Vehicle with the incorrect fuel. Menzies takes all reasonable care to ensure that your fuel system is drained to a high standard, including flushing the fuel system with the correct fuel before any attempts are made by you or Menzies to start your Vehicle. However, as a result of the incorrect fuel, some damage to the fuel system may have occurred or could occur at a later date. You release Menzies from any and all responsibility for any damage, costs and loss caused by, or as a result of, the incorrect fuel or the provision of the Services, except to the extent directly caused by the negligence of Menzies.
- 4.2 To the extent permitted by law, Menzies will not be liable to you or any third parties for any claim (whether in contract, tort including negligence or statute) for any loss, damage, injury or death to any person or property arising out of or relating to the products sold by Menzies or the Services provided by Menzies, including for any damage to the Vehicle. Menzies will not be liable in any circumstances to you or any third parties for any loss of use, prospective profits or special, indirect or consequential damages.
- 4.3 You agree that Menzies's maximum liability to you is limited to the fees paid by you for the goods supplied or Services provided. If the goods supplied or Services provided to you are defective, Menzies shall, at its option, either resupply the goods or Services or refund the fee paid.
- 4.4 Menzies gives no warranties either express or implied as to merchantability, fitness for purpose or otherwise with respect to the goods or Services other than as required by any applicable legislation. All warranties and conditions whether implied by statute or otherwise are excluded to the extent permitted by law.

5. GENERAL

- 5.1 These Terms will be governed by the law in force in the State of Queensland, and you irrevocably submit to the exclusive jurisdiction of the Courts of Queensland.
- 5.2 If any provision of these Terms or its application to any person or circumstance is or becomes invalid, illegal or unenforceable, the provision shall so far as possible, be read down to such extent as may be necessary to ensure that it is not invalid, illegal or unenforceable. If any provision or part of it cannot be so read down, the provision or part of it shall be deemed to be void and severable and the remaining provisions of these Terms shall not in any way be affected or impaired.
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