

Menzies Auto Service

Terms and Conditions

1. General

These terms and conditions form part of the contract ("agreement") between Menzies Auto Service Pty Ltd ABN 69 010 634 527 trading as Menzies Auto Service (in this agreement, "we" or "us") and the customer (in this agreement, "you") that is formed when you sign a form issued by us that describes services that we will perform, including any Repair Order, Job Card or Quote ("Service Authorisation") or when we agree to sell products to you.

You acknowledge that these terms and conditions, any other terms and conditions specific to the services that we are to perform (if any) and the Service Authorisation embody the whole agreement between you and us. You agree that the scope and terms of the Service Authorisation (including prices and quotes if given) may change as a result of updated instructions from you. By offering to buy products and/or services from us and by signing 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 or are sold 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 once the Service Authorisation has been signed. The scope and pricing of the Service Authorisation may change as a result of updated instructions from you.

3. Performance and 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 care, possession, control or premises, unless otherwise agreed. You further agree that payment of all amounts for work as set out in the Service Authorisation and (in the absence of manifest error) all amounts set out in that document become due upon completion of the relevant work and must be paid on or before completion of the work, unless we have agreed otherwise. In the event that there is an outstanding amount owed by you to us costs including but not limited to interest and administration fees may be incurred.

5. Guarantee under Australian Consumer Law

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure. You are also entitled to have the goods repaired or replaced if the goods and/or services fail to be of acceptable quality and the failure does not amount to a major failure.

Whilst we are a RACQ Approved Automotive Repairer and you are a RACQ Member, in addition to your rights under the Australian Consumer Law, we will repair or replace the product or service if it becomes defective within the warranty period set by RACQ <https://www.racq.com.au/cars-and-driving/products-and-services/racq-approved-repairers>. To make a claim under this guarantee, follow the warranty claim procedure set out by RACQ.

6. 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.

7. 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.

8. Abandonment

If any amounts outstanding have not been paid within six calendar months of us providing notice to you, and if we do not hear from you after making reasonable attempts to contact you, we may sell 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.

In the event that we sell your vehicle and/or goods, we will apply the proceeds in the first instance to the satisfaction of the amounts outstanding by you and costs including but not limited to the costs of arranging and exercising the right of sale.

9. 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 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.

In the event that your vehicle is not registered, you agree to inform us that your vehicle is not registered and should not be test driven by us. We will not be liable to you or any third party in respect of any claim for breaches of the relevant road traffic or other authority.

10. 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 set out in the Service Authorisation in respect of your vehicle, including (but not limited to):

- access to and entering the vehicle;
- working on your vehicle;
- creating a suitable work space or environment to work on your vehicle; and
- test driving your vehicle.

11. General

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.

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.