

REPAIR AUTHORITY THIS IS NOT A TAX INVOICE OR JOB CARD



THE REPAIRER: ABN:

CUSTOMER DETAILS

NAME(s):

COMPANY:

ABN:

ADDRESS:

.....

STATE: PC

TEL: 1..... 2.....

EMAIL.....

VEHICLE DETAILS

MAKE: MODEL:

BADGE: REG:

ENGINE: TRANS:

COLOUR: BUILT:

VIN:

KLMS: BODY:

QUOTE/Job:

Other.....

During the process of repair, some or all of your stored data may be lost. Please ensure that you have saved this data elsewhere prior to repair.

REQUESTED REPAIRS

1.

2.

3.

4.

ADDITIONAL REPAIRS

1. Authority

2.

3.

4.

NOTES

1.

2.

3.

4.

5.

OTHER

.....

- ☐ I authorise the Repairer to undertake the repairs as discussed and noted in the repair estimate provided to me. I agree to pay the necessary charges upon completion of the required work (unless otherwise agreed). Upon receipt of such payments the Vehicle will be released. Where payments are not received the Repairer has a right to hold the Vehicle/article under lien and/or use any parts or services supplied as collateral to register a security interest over the Vehicle on the PPSR.
- ☐ I have read and accept the terms and conditions and warranty provisions on the reverse side and have received a copy prior to the repair.
- ☐ I indemnify the Repairer in accordance with these terms and conditions against any failure to ensure the Vehicle is registered and insured for the period of repair. Registration Expiry:
- ☐ I authorise the Repairer to retain my contact information in accordance with the privacy policy which is available on the company's website or has been provided to me.
- ☐ The Repairer may offer me the choice of using refurbished parts (rather than new parts) to repair the Vehicle. I have been advised that I can choose to accept or decline the use of refurbished parts (where appropriate) to repair the Vehicle if authorised prior to fitting.
- ☐ I understand that delays to the repair may be caused by the availability of parts, hidden Defects or faults in the Vehicle and the availability of specialist services where required for Diagnosis and repair of faults. In the event of such delays not being caused by the Repairer, I agree to take all steps to mitigate any loss of use of my Vehicle for the period of the delay and indemnify the Repairer against any action in relation to the delay.
- ☐ The Repairer may collect and share historical vehicle data with sub-let repairers, Original Equipment Manufacturer, insurers and suppliers as necessary to diagnose and undertake the requested repairs.

Customer Signature Name Printed Date

REPAIR AUTHORITY TERMS AND CONDITIONS

1. In this Agreement the following expressions shall have the following meanings:
 - a. The 'Repairer' means the business (named overleaf) its licensees, workshop, employees, servants, agents and representatives.
 - b. "You","Your" means the customer who shall be liable for services requested and or provided by the Repairer.
 - c. The 'Vehicle' means any item presented by the customer to the Repairer that the Repairer accepts to diagnose and repair.
 - d. The 'Defect' means a faulty part or repair process which does not meet acceptable trade standards or fails to comply with the *Road Traffic Act 1961* (SA).
 - e. 'Sub-let' means sending part or all of the customer's items to another business for the purpose of any assessment, repair or rectification as necessary in completing the services to the customer.
 - f. 'Diagnosis' means time spent finding a fault and may not result in the fault being found and repaired.
 - g. 'PPSR' means Personal Property Securities Register.
 - h. 'Guarantor' shall, in the event that the customer is an incorporated entity, mean the person or persons who sign this Repair Authority.
2. You accept that in authorising the requested repairs You are liable for payment prior to delivery in all other instances including where You are requesting these services on behalf of a company. You declare that you guarantee full payment for the requested services in the event of non-payment by that company and further undertake and agree to be personally and primarily liable for payment regardless of the financial or other status of the company unless otherwise agreed with the repairer.
3. You authorise the Repairer to undertake appropriate testing to diagnose any faults described on the job card or repair order to Your Vehicle. This includes any testing the Repairer considers necessary including entering the Vehicle, and test driving the Vehicle outside of the Repairer's premises.
4. In authorising Diagnosis of a problem, You understand that the Repairer will investigate obvious potential faults through systematic fault Diagnosis, trade skills and expertise including scans, measuring and testing to determine the most appropriate method of identifying rectification work needed. The Repairer or agent thereof will contact You during diagnosis to provide an estimate of the diagnosis time and/or may be agreed with the repairer. The repairer may also advise you of any changes to the estimate of diagnosis time prior to further diagnostic work being undertaken.
5. In authorising repairs and payment, The Repairer may contact you at a minimum of once per week during repairs, unless otherwise agreed in writing. You agree that the scope and terms of this Repair Authority (including prices and quotes) may change as a result of further instructions from You at which time the Repairer will contact You to request Your authorisation prior to undertaking additional work to complete the repairs.
6. You agree to notify the Repairer as soon as possible to ensure work can be carried out in a timely manner and accept that the Repairer is not responsible for any failure or costs in connection with Your refusal to acquire any described services and/or parts and in connection with clause 7 or 8.
7. If You refuse to undertake any described services and/or parts recommended by the Repairer, the Repairer's liability is limited to the services authorised and will not extend to further unrelated problems that occur after this service or as a result of services not rendered including removal or refit of parts that You have supplied. You accept that in failing to follow any of the Repairer's recommendations, you have caused the services provided to no longer be fit for purpose or of an acceptable quality.
8. You accept that in the event that You have requested the Repairer fit or replace any parts with those that You supplied or such otherwise directed the Repairer to use, You will not hold the Repairer responsible for the performance or reliability of those parts. You agree to indemnify the Repairer in relation to the any additional repairs, expenses, suits or demands made in relation to parts that have been requested by you to be supplied by You.
9. Once the repair is completed and You have been notified that payment is due failure to pay for the repairs described in the repair order within the terms of the applicable invoice will result in storage charges of:
 - a. \$ _____ per day where the Vehicle is kept in closed storage
 - b. \$ _____ per day where the Vehicle is kept in open storageHowever, storage fees may be waived at the sole discretion of the Repairer.
10. In accordance with the *Road Traffic Light Vehicle Standards* (2018) Rules 19,20, the Repairer has a duty of care to report any serious Defects detected that you have chosen not to repair to the South Australian Police or the Department of Planning, Transport and Infrastructure. The Repairer will not be responsible for any Defects that could not be reasonably detected within the scope of the authorised repairs.
11. You authorise the Repairer to turn off or cover any recording devices including dash cams at their discretion and agree that any film or recording taken without the express knowledge of the Repairer will be destroyed upon request of the Repairer and You acknowledge that a failure to do so will be a breach of the *Surveillance Devices Act 2016* (SA).
12. You declare that You have advised the Repairer of the Vehicle's current registration status and accept full responsibility for any fines, penalties or fees regarding registration whilst Your vehicle is in the Repairer's possession.
13. You acknowledge that the Repairer is not liable for any loss of earnings or damage whatsoever incurred by You in completing any requested repairs (where delays are experienced for reasons outside the Repairer's control).

These include during Diagnosis time, parts supply or other factors which may delay the repairs beyond the Repairer's control.

14. You acknowledge that the Repairer may need to collect and retain Your personal contact details for the purpose of advising You of any information in relation to Your Vehicle or services in accordance with the Repairer's privacy policy.
15. You agree that the Repairer shall not be responsible for any loss or damage to any articles alleged to have been left in the Vehicle or with the Repairer, however such loss or damage was caused.
16. You authorise the Repairer to sub-let work where required to assist in completion of repairs or specialist work as required by the Repairer. This includes reasonable Diagnosis time in accordance with the above terms, including delivery to and from the sub-let premises as required.
17. You authorise the Repairer to offer you refurbished parts to repair the Vehicle. The Repairer will advise You before the use of any refurbished parts or goods. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.
18. You agree that where damage or fault is the result of a breach of a manufacturer's express warranty, You agree to indemnify the Repairer in relation to the any additional repairs, expenses, suits or demands made in relation to services provided by the Repairer.
19. Ownership of any parts used or installed in the repair of the vehicle remains with the Repairer until full payment of any relevant invoice is made. The Repairer may remove and recover parts from the vehicle in the event that any invoice remains outstanding for a period in excess of 120 days.

WARRANTY PROVISIONS

1. 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:
 - a. to cancel your services contract with us; and
 - b. 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.
2. The benefits provided under this warranty are in addition to and do not affect Your statutory rights under the Australian Consumer Law (ACL) or other rights at law. Warranty is valid for the original purchaser and is not transferrable, and any express or further warranties will not be available unless provided in writing. Proof of purchase will be required before warranty may be accepted. The warranty does not cover failure as a result of:
 - a. Normal wear and tear, lost parts and accessories, or a failure to maintain the product as recommended by the Repairer in writing.
 - b. Parts that have been supplied by you as described in section 7 & 8.
 - c. Damage resulting from any of the following:
 - i. Damage resulting from an accident, negligent use or misuse of the Vehicle or use for which the parts or services provided by the Repairer were not designed or intended to be used including motor sports and racing.
 - ii. Where any of the Repairer's parts or services have been disassembled, repaired or altered by anyone else other than the Repairer.
 - iii. Where any failure is a result of not following any service or maintenance schedule as recommended by the Repairer in which case You will be required to pay for repairs if the warranty is not accepted.
3. You agree that where the Repairer supplies goods and as a result of the supply a breach of a guarantee pursuant to the Australian Consumer Law (ACL) occurs, then pursuant to section 64A of the ACL, the remedy for such breach will be limited to replacing the goods or repairing the goods.
4. You agree that where the Repairer's services breach of a guarantee pursuant to the Australian Consumer Law (ACL), then pursuant to section 64A of the ACL, the remedy for such breach will be limited to the Repairer supplying the services again.
5. For avoidance of any doubt, any and all other warranties or conditions which are not guaranteed by the ACL, and not expressly included in this warranty as additional warranties or conditions are expressly excluded, including liability for incidental or consequential loss or damages caused by the breach of any express or implied warranty or condition.

MAKING A CLAIM

1. You must contact the Repairer in the first instance in the event of any warranty claim. The Repairer may request a written description of the problem together with further details and proof of purchase. This may be requested at any time during the assessment for warranty.
2. You must pay for the cost of transporting or returning the Vehicle to the Repairer for assessment and warranty, and if the warranty claim is approved by the Repairer, The Repairer will repair or replace any product or parts as necessary to rectify the fault. The Repairer reserves the right to seek reimbursement of any costs and expenses incurred as referred to in any of the Repairer's terms and conditions, if the product is found to be in good order and condition.