Terms and conditions

1. General

Effective from May 2018

1.1. MotorServe Pty Limited trades as NRMA Car Servicing (ABN 41 121715 393) is part of the National Roads and Motorists' Association Limited. These Terms and Conditions form the basis of the agreement between you (the purchaser of the Vehicle Inspection) and NRMA Car Servicing for your Vehicle Inspection. By booking your vehicle for an NRMA Car Servicing Vehicle Inspection, you accept these Terms and Conditions.

1.2. These Terms and Conditions may be varied by NRMA Car Servicing from time to time. We will use reasonable endeavours to notify you of any changes to these Terms and Conditions by placing a notice on our website. You will be bound by the Terms and Conditions you accept at the time of booking your vehicle for an NRMA Car Servicing Vehicle Inspection.

2. Interpretation

2.1. The following definitions apply unless the context requires otherwise.

2.2. Customer/You means the person who ordered and paid for an Inspection Report.

2.3. NRMA Car Servicing/We/Our/Us means MotorServe Pty Limited trading as NRMA Car Servicing ABN 41 121 715 393, and any Contractors, Sub-contractors or other service delivery agents NRMA Car Servicing may use.

2.4. Inspected Vehicle means the vehicle nominated by you to undergo a Vehicle Inspection by NRMA Car Servicing.

2.5. Inspection Report means the written report produced by the vehicle inspector as part of the Vehicle Inspection by NRMA Car Servicing.

2.6. Vehicle Inspection means the NRMA Car Servicing inspection service provided to the Customer in accordance with these Terms and Conditions.

2.7. Vehicle Technical Systems means the automatic or computerised operating systems fitted in vehicles, which may be controlled by microprocessors. These include but are not limited to engine management systems, fuel systems, ignition systems, climate control systems, audio and/or visual entertainment systems, satellite navigations systems, active and self-levelling suspensions, gearboxes, turbo-chargers and superchargers, anti-lock braking systems, traction control, lane position monitoring systems, reverse parking systems, collision avoidance systems, cruise control systems and vehicle immobilisers.

2.8. The headings used in these terms are for convenience only and shall not affect the interpretation of their contents.

3. Our inspection

3.1. Our Inspection Report will cover the vehicle's exterior, interior, engine compartment, tyres and wheels, some brake components and under body as well as taking the vehicle on a road test where road worthy

3.2. Vehicle Inspections are prepared from visual and external checks only and are limited to the parts and/or items specifically listed on the Inspection Report. A Vehicle Inspection does not involve dismantling or disturbing any structure, assembly, component or internal mechanism. NRMA Car Servicing Mobile Vehicle Inspections inspectors use generally accepted methods of fault detection in carrying out inspections, but these methods will not necessarily identify all defects.

3.3. NRMA Car Servicing does not offer Vehicle Inspections for motorbikes, motorhomes, commercial or heavy vehicles.

4. Exclusions

4.1. Without prejudice to paragraphs 3.1 and 3.2 above, the items we do not check are:

a. oil and fuel consumption;
b. source of oil leaks;
c. oil pump strainer for any build-up of sludge;
d. engine cylinder compression, vehicle electrics and electronics by the use of specific diagnostic equipment;
e. bodywork water leaks or their source;
f. odometer and cam belt;
g. brake components (such as linings, pads and contact surfaces) other than what is immediately fully visible and can be seen without dismantling anything;
h. the life expectancy of exhaust systems, clutches or dual mass flywheels;
i. brake fluid contamination. Brake fluid will deteriorate over time and should be replaced as recommended by the vehicle manufacturer;
j. operation of cassette player, compact disc player, MP3 player, TV, DVD, Bluetooth or other in car entertainment system;
k. sound or radio reception;
l. the operation of satellite navigation system, parking distance sensors, alarm systems or anti-theft devices;
m. the accuracy of in-car computer systems;
n. exhaust emissions, using gas analysing equipment, catalytic converters, LPG systems;
o. air conditioning efficiency by the use of specific diagnostic equipment;

p. the habitation area of motor homes or campervan section of the vehicle;
q. Vehicle Technical Systems;
r. the quality of any repairs;
s. non-standard accessories as a result of personal modifications or otherwise; and
t. clearance on vehicle title.

4.2. Items listed on the Inspection Report, but which are not reasonably accessible on the Inspected 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 Inspection Report accordingly.

4.3. The Vehicle Inspection cannot provide a guarantee that the passenger, doors and or luggage compartments are watertight.

4.4. The Vehicle Inspection cannot provide any indication of any faults which might have become apparent had the vehicle been driven in excess of the speed reached or the distance travelled during any road test carried out.

4.5. The Vehicle Inspection does not guarantee that all or any of the components of the vehicle are original components or replacement components, which have been manufactured by the manufacturer of the vehicle.

4.6. The Vehicle Inspection does not guarantee the authenticity of the registration, the mileage, VIN number, the engine number, or the vehicle service history.

4.7. The Vehicle Inspection does not check for any recall notices and you are recommended to check with the vehicle's manufacturer that the vehicle has not been subject to a recall notice.

4.8. 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 vehicle at the time of the Vehicle Inspection. 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 Inspection.

4.9. Please note that the life expectancy of an exhaust or clutch system is uncertain and difficult to predict. Without prejudice to paragraphs 3.1, 3.2 and 4.8 above, the fact that such items have not been identified as faulty on the Inspection Report does not, and should not be taken to imply that such a system will have a continuing life expectancy from the time of the Vehicle Inspection.

4.10. Regardless of the result of the Vehicle Inspection or the contents of the Inspection Report, the Vehicle Inspection does not guarantee that the vehicle inspected would pass a state based vehicle registration inspection.

4.11. You understand that the Vehicle Inspection report does not constitute, and should not be construed as, a recommendation to purchase or not purchase a vehicle. The decision to purchase a vehicle is your own to make having regard to such matters as you consider relevant.

4.12. Older vehicles may contain serious internal, structural or mechanical defects and/or hidden corrosion. Whilst every care is taken to identify potential problems, you acknowledge that such defects may not be detectable from an external visual assessment. Older vehicles may also prove less reliable and need more frequent repairs/servicing than more modern vehicles, and these and other disadvantages in owning such a vehicle must be understood and accepted by you.

5. Road testing

5.1. Road testing is carried out within the immediate area of the Vehicle Inspection. If, due to circumstances outside of our reasonable control, the vehicle is deemed to be of an unroadworthy condition, for example, the vehicle contains no oil and/or petrol, a road test will not be carried out at the time of inspection, the original fee shall remain fully payable and an additional fee may be payable at our reasonable discretion for any subsequent road test we are asked to undertake.

6. Fees and cancellations

6.1. Fees and charges must be paid by major credit card at the time of booking the Vehicle Inspection.

6.2. 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.mynrma.com.au/cars-and-driving/car-servicing**

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

6.4. We reserve the right to refuse to inspect or report on any vehicle.

6.5. In the event that you cancel the Vehicle Inspection with more than 24 hours' notice, you will receive a full refund

6.6. In the event that you cancel the Vehicle Inspection with less than 24 hours' notice, you will receive no refund

6.7. In the event that you provide incorrect or incomplete information that prevents our inspector from carrying out the Vehicle Inspection, you will be offered a credit which entitles you to rebook the Vehicle Inspection. This re-booking offer shall be valid for 1 week from the date of the original booking and is NOT redeemable for a cash refund.

7. Complaints

7.1. In the event of a complaint or dissatisfaction please contact NRMA Vehicle Inspections on telephone 1300 770 116. We should be given the opportunity to re-inspect the vehicle and may need to do so to deal with the complaint.

8. Matters outside our reasonable control

8.1. We will not be liable for any delay in performing, or any failure to carry out a Vehicle Inspection to the extent that such delay or failure results from events or circumstances outside our reasonable control.

9. Privacy statement

9.1. NRMA collects, holds and discloses your personal information (such as your name, address, email address and vehicle details) in accordance with the NRMA Group Privacy Policy which is available at: **www.mynrma.com.au/privacy-policy**

9.2. If you have any questions about the NRMA Group Privacy Policy or if you wish to update information we hold about you or if you wish to make a complaint, please write to: The Privacy Officer, National Roads and Motorists' Association Limited, 9 Murray Rose Avenue Sydney Olympic Park NSW 2127. You can also telephone us on 13 11 22 or email our Privacy Officer at **privacy.officer@mynrma.com.au**

10. Liability

10.1. Certain State and Commonwealth legislation, including the Competition and Consumer Act 2010 (Cth), imply warranties or conditions or impose obligations which cannot be excluded, restricted or modified except to a limited extent. These Terms and Conditions do not purport to exclude any statutory rights available to you and must in all cases be read subject to those statutory provisions. Other than those statutory provisions, we exclude all conditions and warranties which may be implied by law.

10.2. 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. in the case of services supplied or offered by us:

i) the re-supply of those services; or

ii) the payment of the cost of having those services re-supplied, and

b. in the case of goods supplied or offered by us:

i) the replacement of the goods or the supply of equivalent goods; or

ii) the repair of those goods;

iii) the payment of the cost of having the goods replaced; or

iv) the payment of the cost of having the goods repaired.

10.3. 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.

11. Statutory warranty

11.1. Our services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a refund or compensation for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the services re-performed if the services fail to be of acceptable quality and the failure does not amount to a major failure. The benefits under the NRMA Car Servicing warranty are in addition to other rights and remedies under a law in relation to the goods and services.

12. Registration of your vehicle

12.1. You understand that driving an unregistered vehicle is illegal and warrant that your vehicle is registered in accordance with New South Wales legislative and regulatory requirements. Where your vehicle is not registered you will ensure that you take all necessary steps to notify us that your vehicle is unregistered.

12.2. Where you have not notified us in accordance with clause 12.1 that your vehicle is unregistered you agree to indemnify us for any fines, penalties, loss, damage, injury or death caused to any person or property when we are driving or otherwise operating your vehicle.

13. Severability

13.1. 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.

14. Governing law and jurisdiction

14.1. These Terms and Conditions are governed by the law of New South Wales.

14.2. Each party irrevocably and unconditionally submits to the nonexclusive jurisdiction of the courts of New South Wales.