



## Terms and Conditions

These Terms and Conditions apply to all services provided by Quick Shift Vehicle Relocations, unless otherwise agreed in writing between us and you.

### 1. Definitions

'We', 'us' and similar expressions refer to Quick Shift Vehicle Relocations (ABN 60 159 849 582).

'You', 'your' and similar expressions refer to you, our customer, being the entity or individual stated in the Estimate and/or the Order.

'Consumables' means those items stated in the Estimate which are additional to the Price, including but not limited to, fuel and oil, filters, fluids, tyres, mechanical repairs and body repairs (in the event of an accident), incurred while performing the Services.

'Estimate' means the document provided by us to you which provides an estimate of the cost of the Services.

'Force Majeure Event' means any event which is outside our or your reasonable control, including but not limited to, flood, fire, theft, storm, power failure, machinery breakdown, act of terrorism, strike, lock-out and shortage of labour.

'Invoice' means the account rendered for the performance of the Services.

'Order' means the written order placed with us by you specifying the Services required to be performed by us.

'Out-of-pocket expenses' means costs incurred in performing the required Services, including but not limited to, road tolls, fuel surcharges, travel, accommodation, credit cards charges, and any other charges incurred by us in the performance of the Services.

'Price' means the amount stated in the Estimate which is inclusive of Out-of-pocket expenses incurred by us, but excludes Consumables.

'Services' means the actions performed by us which have been requested by you.

## **2. Services**

- 2.1 We collect, drive and deliver motor vehicles belonging to you, such Services being provided following our receipt and acceptance of your written Order.
- 2.2 We are not qualified motor mechanics or technicians and do not carry out any mechanical check of the motor vehicles we are requested by our customers to relocate.
- 2.3 Delivery times are estimates only and we are not liable for delays in delivery.
- 2.4 We have full liberty to perform the Services ourselves or to subcontract, on any terms, the whole or any part of the Services.

## **3. Estimates and Orders**

- 3.1 Estimates are issued based on information supplied by you to us for the purpose of providing a Price for the Services requested. If the information supplied by you is incorrect, any subsequent Order may not accurately represent the Services required.
- 3.2 If you place an Order based on an Estimate provided by us and we accept your Order, then the Order is subject to these Terms and Conditions.
- 3.3 We are not obliged to accept your Order. The Order becomes binding from the time we advise you or your nominee either verbally or in writing of such acceptance.

## **4. Invoicing and Payment**

- 4.1 In addition to the price stated in the Estimate, you will be required to pay to us an amount for all Consumables used and any additional Out-of-pocket expenses incurred in the performance of the Services.
- 4.2 Payment of all invoices must be received by us within the payment terms timeframe as stated on the Invoice.
- 4.3 All payments must be by cash, credit card, bank cheque or electronic funds transfer.
- 4.4 All prices are in Australian dollars, unless otherwise expressly stated in the Estimate.

## **5. Credit**

- 5.1 Credit may be approved subject to additional terms and conditions to be agreed at the time an application for credit is made by you.
- 5.2 Acceptance of any credit application made by you is at our discretion.

## 6. Overdue Payments

- 6.1 If any amount owing by you on any Invoice issued by us is not paid by the due date, then:
- (a) all moneys which you owe us on any account become immediately payable despite any previously agreed credit conditions;
  - (b) we may suspend or cancel any outstanding Orders;
  - (c) we may claim a lien over any vehicles or items in our possession until our Invoices are paid in full;
  - (d) we may charge you interest on any outstanding amount from the due date until payment, calculated daily, at the rate prescribed in relevant Queensland legislation;
  - (e) if we charge interest, we will credit any part payment firstly against the interest and secondly against the amount outstanding;
  - (f) you will be liable for all costs, losses and expenses incurred by us in relation to covering overdue payments from you, including legal fees and expenses.

## 7. Cancellation Fees

- 7.1 If you cancel an Order before the date we are due to commence the Service, we reserve the right to charge you a cancellation fee as follows:

• Less than 24 hours' notice	80% of Estimate
• Less than 48 hours' notice	60% of Estimate
• Less than 72 hours' notice	50% of Estimate
• More than 72 hours' notice	25% of Estimate

In addition, you must also reimburse us on demand for any expenses we have actually incurred in respect of the cancelled Order, including travel expenses.

## 8. Warranties

- 8.1 You warrant in respect of each motor vehicle which is the subject of an Order that at the time the motor vehicle is collected by us:
- (a) you own the motor vehicle or you are the person authorised to engage us to provide the Services;
  - (b) the motor vehicle is roadworthy and capable of making the journey from the place of collection to the destination stated in the Order;
  - (c) the risk in the motor vehicle remains with you while we perform the Services.
- 8.2 If a motor vehicle breaks down or is in need of mechanical repair (as determined by us) while we are carrying out the Services, you authorise us to engage a mechanic or other appropriately qualified person of our choice to carry out the repairs. You must pay us for the Consumables incurred under this clause on demand on a full indemnity basis.
- 8.3 In performing the Services, we rely on the warranties given by you in this paragraph 8 in respect of each motor vehicle or other item belonging to you. You agree to indemnify us and hold us free from any loss, damage, expense, penalty, fine or liability arising from a breach of these warranties, your obligations or these conditions.

## 9. Limit of Liability

- 9.1 Nothing in these conditions is or should be interpreted as an attempt to modify, limit or exclude terms or warranties which are imposed by statute.
- 9.2 To the extent permitted by law, we exclude from these conditions all terms, conditions and warranties implied by statute, general law or custom. Nothing in these Terms and Conditions is intended to affect any rights you may have under Australian Consumer Law.
- 9.3 We are not liable for any breakdown of, or defect in, any motor vehicle or item while performing the Services, nor the use, repair, maintenance or storage of such a motor vehicle or item. We are not liable for any body or mechanical damage, including any windscreen damage, occurring while that motor vehicle or item is in our possession, custody or control, unless caused by our wilful misconduct or gross negligence with knowledge such damage would occur.
- 9.4 (a) If we are wholly or partially prevented from performing the Services by a Force Majeure Event, then the obligation to perform the Services in accordance with these conditions will be suspended for the duration of the Force Majeure Event.
- (b) If the Force Majeure Event (and consequential liability to perform the Services) continues for a period longer than seven (7) days from its initial occurrence, then either you or we may terminate the Order by written notice to the other. Any termination will not prejudice any rights or obligations either you or we may have accrued prior to such termination.
- 9.5 We are not liable in contract or tort for any economic loss, loss of revenue, loss of saving on overheads, loss arising from business interruption, loss of data, loss of business opportunities, loss of goodwill, loss of profits or any indirect, special or consequential loss or damage from any cause, even if we have been advised of the possibility of such damages or loss before we accept the Order.
- 9.6 Each party must use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to the Services.
- 9.7 To the extent permitted by law, our maximum aggregate liability to you in respect of any one claim or series of connected claims in respect of the Services for any liability including for breach of contract, breach of statutory duty, breach of warranty, delay, breach of a term, condition or warranty implied into these conditions by Australian Consumer Law or liability under an indemnity, is limited at our option (to the extent permitted by law) to:
- (i) supplying the Services again; or
- (ii) paying to have the Services supplied again.
- 9.8 Unless notice of loss or damage be given in writing to us before or at the time of the delivery of the vehicle or item which is subject to these Services, such delivery shall be prima facie evidence of the delivery of the vehicle or item in the same condition in which it was received by us. In any event, we shall be discharged of all liability in respect of the Services, unless legal proceedings are commenced within one year of the delivery of the vehicle or the item which is subject to these Services, or of the date they should have been delivered.
- 9.9 We are not liable in contract or tort for common road hazards such as stone chips to paintwork, damage from insects or animals, cracked windscreens or lights from road stone damage or punctured tyres.

**10. Privacy**

- 10.1 Where personal information given to us by you relates to an individual, you agree that such information is provided with the consent of that individual and we will use it only for the purposes mentioned in our privacy policy.
- 10.2 We collect, use, store and disclose personal information in accordance with our privacy policy, a copy of which is available upon request.

**11. Miscellaneous**

- 11.1 Nothing in these conditions will create a partnership, or the relationship of employer and employee, between the parties.
- 11.2 If a provision of these conditions is found to be unlawful, invalid or unenforceable for any reason, these conditions will remain in force apart from that provision, which is deemed to be deleted.
- 11.3 These conditions apply and prevail even if they are inconsistent with anything said or implied in any earlier or later document provided to you including the Estimate.
- 11.4 You agree that you have not relied upon any representation, warranty or other provision made by us or on our behalf which is not expressly stated in these conditions.

**DECLARATION**

I, \_\_\_\_\_ [name], being the nominated person representing  
\_\_\_\_\_ [company], declare that I have read,  
understand and agree to the Terms and Conditions stated herein.

\_\_\_\_\_  
Signature

Date: \_\_\_\_/\_\_\_\_/20\_\_.

**Representative of Quick Shift Vehicle Relocations**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

Date: \_\_\_\_/\_\_\_\_/20\_\_.