

TERMS AND CONDITIONS

FAST SALE DETAILING PTY LTD (ACN 611 637 257)

("FSD", "we", "us", "our")

1. DEFINITIONS AND INTERPRETATION

In these Terms and Conditions:

Claim means any claim, notice, demand, debt, account, action, expense, damage, loss, cost, lien, liability, proceeding, litigation (including reasonable legal costs), investigation or judgment of any nature, whether known or unknown.

Consumer Guarantee means a consumer guarantee as set out under Part 3-2, Division 1 of the Australian Consumer Law.

Customer means any person or entity who engages FSD to provide Services, whether orally, in writing, online, or through the Website.

Loss means any damage, loss, liability, expense or cost whether direct or indirect, consequential or incidental.

Services means the vehicle detailing services selected by the Customer, including but not limited to:

- Pre-Sale Detail (including photography and advertisement preparation where selected) •
- Platinum Detail (machine polish and full interior detail)
- Interior-Only Detail
- Exterior-Only Detail
- Platinum Detail
- Fast Detail
- Micro Detail
- Any additional or customised detailing services agreed between FSD and the Customer

Website means www.fastsaledetailing.com.au

2. GENERAL

FSD agrees to supply the Services to the Customer in a professional manner and with due care, skill, and diligence.

3. SERVICE DELIVERY

- (a) FSD will attend the Customer's nominated address to carry out the Services.
- (b) FSD will use best endeavours to arrive within one (1) hour of the nominated booking time. Booking times may be adjusted where required, with notice to the Customer.
- (c) The Customer must provide a safe, legal, and suitable work area on private property.

(d) Access to water and electricity must be provided unless otherwise agreed.

(e) FSD is not liable for any Loss or Claim arising from delays, inability to perform the Services, or interruptions caused by unsafe, unsuitable, or restricted locations.

4. PRICING, PAYMENT & DISCOUNTS

(a) Payment must be made in full on the day the Services are completed, unless otherwise agreed in writing.

(b) All prices quoted are inclusive of GST.

(c) Any discounts, promotions, or special pricing are conditional upon payment being made on the day of service.

(d) If payment is not made on the day of service, all discounts will be automatically removed, and the full standard price will apply.

(e) Any third-party advertising or listing fees incurred on behalf of the Customer must be reimbursed to FSD.

5. LATE PAYMENTS

(a) If payment is not received by the due date, a late fee of \$25 per day will apply until the outstanding balance is paid in full.

(b) FSD reserves the right to suspend services, withhold deliverables (including photographs or advertisements), or recover outstanding amounts through legal or debt recovery processes.

6. CHANGES AND CANCELLATIONS

If the Customer cancels or reschedules a booking within 24 hours of the scheduled time, FSD may charge a cancellation fee equal to 50% of the total service price.

7. PHOTOGRAPHY & ADVERTISING SERVICES

Where the Services include photography and vehicle advertising:

- (a) The Customer is responsible for reviewing and approving all advertisement content and checking for relevance to said vehicle.
- (b) Amendments may be made at the Customer's cost.
- (c) The Customer grants FSD the right to use images taken for marketing and portfolio purposes at no cost.

8. PERSONAL PROPERTY

- (a) The Customer must remove all personal items, valuables, and loose property from the vehicle prior to the commencement of Services.
- (b) FSD accepts no responsibility or liability for loss, damage, or theft of personal property left in the vehicle.

9. LIMITATION OF LIABILITY & INDEMNITY

- (a) The Customer must disclose all fragile components or pre-existing damage prior to service.
- (b) FSD is not responsible for:
- Pre-existing vehicle damage
 - Mechanical or safety defects
 - Valuable items left in the vehicle
 - Flat batteries or electrical malfunctions
 - Damage caused by run-off, stains, or environmental conditions to property or common property.
- (c) To the maximum extent permitted by law, FSD's liability for breach of any Consumer Guarantee is limited to:
- Re-supplying the Services; or
 - Paying the cost of having the Services supplied again
- (d) FSD's total liability for any Claim is limited to the price paid for the Services.
- (e) The Customer indemnifies FSD against any Loss arising from the supply of the Services, including advertisement accuracy.

10. GENERAL

- (a) These Terms and Conditions apply to all future services unless replaced by updated terms.
- (b) If any provision is unlawful or unenforceable, it will be severed without affecting the remaining provisions.
- (c) These Terms and Conditions are governed by the laws of New South Wales, Australia.
- (d) Any flat batteries are the customer's responsibility. No responsibility will be taken for issues arising from a flat battery or jump-starting the vehicle.