

FAST SALE DETAILING PTY LTD (ACN 611 637 257) (FSD)

1 DEFINITIONS AND INTERPRETATION

In these Terms and Conditions:

Claim includes any claim, including a 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 in under Part 3-2, Division 1 of the Australian Consumer Law.

Customer means a customer who has engaged the Services of FSD orally, in writing or through the Website.

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

Services means the services selected by the Customer, being either:

- (a) Pre-Sale Detail; or
- (b) Full Pre-Sale Detail; or
- (c) Platinum Pre-Sale Detail,
as displayed on the Website from time to time or otherwise agreed between FSD and the Customer.

Website means fastsaledetailing.com.au

2 GENERAL

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

3 DELIVERY

- (a) FSD will attend the Customer's nominated address to undertake the Services.
- (b) FSD will use its best endeavours to arrive at the Customer's nominated address within 1 hour of the nominated booking time. FSD may vary the booking time at its discretion, to another time suitable with the Customer.
- (c) The Customer must ensure that the nominated address has a location on private property to undertake the services in a safe manner.
- (d) FSD will require access to water and electricity unless otherwise agreed with the Customer.
- (e) FSD is not liable to the Customer for any Loss or Claim arising from late arrival or inability to perform the services due to an unsafe or unsuitable location.

4 PRICE AND COSTS

- (a) The Customer must either pre-pay or pay FSD immediately on completion of the Services.
- (b) All prices quoted by FSD are inclusive of GST.
- (c) FSD is required to be reimbursed for the cost of any third party advertisements obtained by it on the Customer's behalf.

5 CHANGE AND CANCELLATION

FSD may charge a cancellation fee equal to 50% of the price of the Services if the Customer cancels or seeks to re-schedule the Services within 24 hours of the booking time.

6 PHOTOGRAPHS AND ADVERTISEMENTS

Where the Services include photography and placement of the Customer's vehicle on carsales.com, carsguide.com, gumtree.com or another sales channel the parties agree that:

- (a) FSD will only submit vehicle photographs, generic vehicle information and information supplied by the Customer to the advertising channel;
- (b) the Customer will be provided with login details to the advertising channel upon completion of the advertisement by FSD;
- (c) it is the responsibility of the Customer to approve and check the accuracy of the information in the advertisement;
- (d) FSD may agree to amend and update the advertisement at the Customer's cost.

The Customer agrees that FSD may use photographs taken by it for its advertising portfolio at no cost.

7 LIMITATION OF LIABILITY AND INDEMNITY

- (a) Subject to the limitations in this clause 7, the Customer is responsible for making FSD aware of any fragile components or pre-existing damage to the vehicle. If the Customer alleges that FSD has damaged the vehicle, the Customer must prove the state of the vehicle prior to FSD undertaking the Services.
- (b) FSD will not be responsible in anyway whatsoever in respect of:
 - (i) pre-existing damage to the vehicle;
 - (ii) valuable items left in the vehicle;
 - (iii) protecting or checking any safety or mechanical elements of the vehicle;
 - (iv) protecting or safeguarding the Customer's property against stains, run-off or other damage (e.g. grease or oil on driveways, damage to lawns etc.)
- (c) To the maximum extent permitted under the Australian Consumer Law, FSD's liability for breach of a Consumer Guarantee, if the Consumer Guarantees apply at law, is limited to any one or more of the following, at FSD's election:
 - (i) the supplying of the Services again; or
 - (ii) the payment of the cost of having the Services supplied again by an alternative supplier.
- (d) To the maximum extent permitted by law, FSD limits its liability for any Loss or Claim in connection with this Agreement, to the price of the Services.
- (e) The Customer indemnifies and holds FSD harmless to the full extent permitted by law for any loss or damage whatsoever arising in connection with the supply of the Services to the Customer, including the accuracy of any advertisement.

8 GENERAL

- (a) These Terms and Conditions will govern the future supply of services by FSD to the Customer, unless new Terms and Conditions are issued by FSD to the Customer.
- (b) If any provision of the Agreement is illegal or unenforceable in any relevant jurisdiction, it must be enforced to the maximum extent possible, and if unenforceable may be severed for the purposes of that jurisdiction, without affecting its enforceability in any other jurisdiction or the enforceability of any other part of these terms and conditions.
- (c) The Agreement is governed by and is to be construed in accordance with the laws applicable in New South Wales, Australia.