

**TERMS & CONDITIONS:**

**1. GENERAL-**

These Terms and Conditions ("Terms") govern your use of the services and/or products provided by Oceanside Automotive ("we", "us", or "our"). By accessing or using our services, you agree to be bound by these Terms in full. If you do not agree to these Terms, you must not use our services.

These Terms apply to all users, customers, and other individuals or entities who access or use the service. It is your responsibility to read and understand these Terms before accepting or continuing with any service or transaction with us.

We reserve the right to update or change these Terms at any time, and such changes will be effective immediately upon being posted on our website or communicated to you. Your continued use of our services after any changes signifies your acceptance of the revised Terms.

**2. ESTIMATES-**

**1. Nature of the Estimate**

1.1. The estimate provided by Oceanside Automotive is an approximation of the likely cost for the specified work or services, based on the information available at the time of inspection or quotation.

1.2. Estimates are not fixed-price quotations and are subject to change.

**2. Validity**

2.1. All estimates are valid for a period of [30] days from the date of issue, unless otherwise stated.

2.2. If work is not authorised within this period, a revised estimate may be required.

**3. Scope of Work**

3.1. The estimate includes only the work explicitly listed. Any additional work required will be subject to separate charges and client approval.

3.2. Any changes in the scope or unforeseen issues discovered during the course of the work may result in additional charges.

**4. Parts and Pricing**

4.1. Prices for parts and materials are based on current market rates and may be subject to change.

4.2. If specific parts are unavailable or discontinued, alternative components will be discussed and priced accordingly.

**5. Authorisation**

5.1. No work will be undertaken without the customer's express approval, either written or verbal.

5.2. By accepting the estimate, the customer authorises Oceanside Automotive to proceed with the specified work and agrees to be bound by these terms.

## **6. Timeframes**

6.1. Any timeframes provided are estimates only and not guaranteed. Oceanside Automotive will not be liable for delays caused by parts availability, labour, weather, or other unforeseen circumstances.

## **7. Payment**

7.1. Payment is due upon completion of the work unless otherwise agreed in writing.

7.2. We reserve the right to retain the vehicle or goods until full payment is received.

7.3. We do not accept payment plans unless agreed in writing.

## **8. Cancellation**

8.1. The customer has the right to cancel work prior to commencement. If work has begun, charges may apply for labour or parts already used or ordered.

## **9. Liability**

9.1. While every care is taken, Oceanside Automotive is not liable for indirect, incidental, or consequential losses arising from delays, faults, or errors in the estimate unless due to negligence.

## **10. Governing Law**

10.1. These Terms shall be governed by and construed in accordance with the laws of ACL.

## **3. PAYMENT TERMS-**

### **1. Payment Terms**

1.1. Payment is due within **5 days** from the date of invoice unless otherwise agreed in writing.

### **2. Late Payment Consequences**

2.1. A once off 10% interest fee will be applied to overdue balances. Services may be suspended until the account is current.

2.2. An agreement of a payment plan **MUST** be authorised in writing prior to works being done.

### **3. Accepted Payment Methods**

3.1. Payments are accepted via EFTPOS, bank transfer, credit card, Pay ID or cash upon agreement. Please reference your invoice number when making payment.

### **4. Ownership and Title**

4.1. Ownership of goods/services rendered remains with Oceanside Automotive until full payment is received.

### **5. Service Suspension or Termination**

5.1. We reserve the right to suspend or terminate services for accounts that remain unpaid beyond the due date.

### **6. Debt Recovery**

6.1. If the account is not paid in full and requires legal or collection agency intervention, the client will be responsible for all associated costs.

### **7. Storage Fees**

7.1. If the vehicle is not picked up after repairs are completed, the shop may charge a daily storage fee.

### **8. Right to Repossess**

8.1. In some cases, if a vehicle is taken without full payment, the mechanic may pursue legal action or even repossession.

### **9. Governing Law**

9.1. These terms shall be governed by and construed in accordance with the laws of Western Australia.

## **4. COURTESY CAR TERMS AND CONDITIONS-**

### **1. Eligibility**

1.1. The courtesy car is offered at the discretion of Oceanside Automatic and is subject to availability.

1.2. The driver must:

Be aged between 18 and over.

Hold a full valid AUS driving licence for at least 6 months.

### **2. Use of Vehicle**

2.1. The courtesy car must only be driven by the named person(s) authorised by Oceanside Automotive.

2.2. The vehicle must only be used for social, domestic, and pleasure purposes or commuting. No business use, hire, racing, or driving education is permitted.

2.3. The car must not be taken outside of the Great Southern Region without written permission.

### **3. Insurance**

3.1. The courtesy car is covered under Oceanside Automotive's insurance policy unless otherwise specified.

3.2. The user is liable for the policy excess in the event of any claim or damage.

3.3. In the event of theft, accident, or damage, the user must report the incident immediately to Oceanside Automotive and, where necessary, to the police.

### **4. Care of the Vehicle**

4.1. The driver is responsible for ensuring that the vehicle is kept in good condition and returned in the same state as provided.

4.2. No smoking, drinking alcohol, or transporting pets is allowed in the vehicle (if you do need to transport your pet for emergencies, please have the courtesy to let Oceanside Automotive know and we will support this).

4.3. The vehicle must be returned with the same amount of fuel as provided. A refuelling charge will apply otherwise.

## 5. Duration and Return

- 5.1. The courtesy vehicle is loaned for the duration of the work on the customer's vehicle.
- 5.2. Oceanside Automotive reserves the right to recall the courtesy vehicle at any time.
- 5.3. Failure to return the vehicle on time may result in daily charges of \$10.

## 6. Liability

- 6.1. The customer is liable for any damage, theft, penalties (including parking tickets and speeding fines), or loss of keys during the loan period.
- 6.2. Oceanside Automotive accepts no liability for any loss or inconvenience caused by the unavailability or malfunction of the courtesy car.

## 7. Agreement

By accepting the courtesy car, you agree to abide by these terms and conditions. Failure to comply may result in charges and refusal of future use.

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*By authorizing the requested repairs and services, the customer acknowledges and agrees to abide by the terms and conditions set forth above. This includes responsibility for full payment upon completion of work, applicable storage or late fees, and the mechanic's right to retain the vehicle under lien laws until payment is made in full.*

*We appreciate your business and trust in our services. Please contact us if you have any questions or concerns regarding this agreement.*

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