

## RACV RETAIL CUSTOMER TERMS AND CONDITIONS

### 1. What is the effect of this Agreement?

This Agreement applies to the supply and fitting of tyres (**Goods**) and the fulfilment of orders (**Orders**) by RACV to You. Services are available Monday to Saturday (6 days per week).

### 2. Placing Your Order

2.1 You may offer to purchase Goods described on this website for the price specified on this website. To make an offer to purchase Goods, You must complete and submit the online order form (**Order Form**) and make Your payment in accordance with clause 7.

2.2 Provided You have otherwise complied with these terms and conditions, in the event that RACV is unable to accept Your offer to purchase after You have made a payment in accordance with clause 7, RACV will as soon as practicable issue You with a refund for the amount in question.

### 3. What you must do

You must:

- a) comply with the terms and conditions set out in this Agreement;
- b) provide all information for Your Order in the form required by RACV from time to time; and
- c) comply with all applicable laws in relation to this Agreement.

### 4. Delivery and Fitting of Goods

4.1 The following terms and conditions will apply to the delivery and fitting of the Goods:

- a) RACV uses employees and authorised third parties to fit the Goods on behalf of RACV (**Authorised Fitter**). In completing Your Order Form, if you have selected fitting by RACV, You will nominate:
  - i) the area in which you would like the Goods to be fitted by nominating the postcode for the relevant area;
  - ii) the preferred date and time on which you would like the Goods to be fitted (**Appointment**).
- b) Within 2 business days after You receive a confirmation email from RACV informing you of Delivery completion of the tyres, an Authorised Fitter will contact You, using the contact details provided in Your Order Form, to confirm the Appointment. The Appointment may be rescheduled, at the insistence of either You or the Authorised Fitter, to an agreed alternative date and time, not less than one clear business day prior to the Appointment.

- c) RACV cannot guarantee that the Authorised Fitter will be able to fit the Goods at the date and time specified in Your Order in accordance with the provisions of clause 4.1.
- d) You should verify that the Goods are the correct specification and suitable for use on Your vehicle prior to placing Your Order. Before fitting the Goods, the Authorised Fitter will conduct a brief visual inspection of Your vehicle to ensure that the Goods are the correct specification for Your vehicle. In the event that the Goods are not the correct specification for Your vehicle:
  - i) the Authorised Fitter will offer to fit alternative Goods to Your vehicle;
  - ii) if you accept that offer and the alternative Goods are more expensive than the Goods You originally ordered, You will be required to pay the difference in the cost of the alternative Goods as against the Goods You originally ordered; and
  - iii) if the alternative Goods are not available at the time of Your Appointment, You will be required to arrange an agreed alternative date and time at which the Goods can be fitted.
- e) RACV is not liable with respect to any loss, damage, cost, expense or injury You or any third party suffers as a result of any delay in the fitting of the Goods caused by You ordering Goods that are not the correct specification for Your vehicle.
- f) RACV is not liable with respect to the timing required by the Authorised Fitter to fit the goods to Your vehicle. The timing should be confirmed by You with the Authorised Fitter and should not exceed one business day.
- g) RACV fitting and balancing of tyres deemed to be 'car tyres' does not apply to the following vehicle types: Motorhomes, Large Caravans, Light Trucks, Larger Commercial Vehicles. You will be required to notify RACV in advance of your tyre delivery if you require fitting and balancing onto these vehicle types.
- h) You are responsible for ensuring the Lock Nut key for your vehicle is provided to the Authorised Fitter to enable safe removal and application of the tyres.

4.2 The following terms and conditions apply to the delivery of the Goods:

- a) RACV will use its reasonable endeavours to ensure delivery of the Goods prior to the Appointment.
- b) In the event that the Goods have not been delivered prior to the Appointment, the Authorised Fitter will contact You to arrange an agreed alternative Appointment.

## 5. **Wheel Alignments**

RACV offers wheel alignments as an Optional Extra to your order at time of checkout. The following terms and conditions will apply to the Wheel Alignment:

- a) RACV uses the Authorised Fitter to perform wheel alignments at the time of fitment Appointment.
- b) The wheel alignment offered is a Standard Alignment and can only be performed on Standard Vehicles. RACV is unable to offer a wheel alignment services in respect of European vehicle makes, luxury vehicles, classic vehicles, modified vehicles, performance vehicles and racing vehicles.
- c) If your vehicle requires more than a Standard Alignment, RACV will be notified by the Authorised Fitter, or by the customer, and a refund of the wheel alignment will be provided.

## **6. Availability, delivery and title to Goods**

- 6.1 RACV gives no undertaking as to the availability of Goods advertised on this website.
- 6.2 Delivery of the Goods to You will be effected upon delivery of the Goods to the Authorised Fitter and the fitting of those Goods to Your vehicle.
- 6.3 Risk of loss or damage to the Goods passes to you upon the fitting of those Goods to Your vehicle.
- 6.4 Title in the goods does not pass to you until payment has been received in full in accordance with clause 7 and the Goods have been fitted to Your vehicle.

## **7. Payment**

- 7.1 You must pay the Fee for the Goods set out in the Order Form at the time you make Your offer to purchase the Goods from RACV by submitting Your completed Order Form.
- 7.2 The Fee is inclusive of GST. Unless expressly stated otherwise, the Fee includes the costs of delivery of the Goods and the costs of fitting the Goods to Your vehicle. In all other respects, the Fee is exclusive of taxes, duties and charges imposed or levied in connection with the supply and fitting of the Goods. Following Your payment, You will receive a tax invoice by email to the email address specified on Your Order Form.
- 7.3 The Fee is payable despite the termination of this Agreement or any inability on the part of RACV to deliver or fit the Goods which is caused by You.

## **8. Cancellation due to error**

You acknowledge that, despite RACV's reasonable precautions, goods and services may be listed at an incorrect price or with incorrect information due to a typographical error or similar oversight. RACV reserves the right to cancel the transaction, notwithstanding that Your Order has been confirmed and/or Your payment has been received. RACV reserves this right up until the time the Goods are fitted to Your vehicle. If a cancellation of this nature occurs after Your payment for the purchase has been received, RACV will as soon as practicable issue a refund to You for the amount in question.

## **9. Termination**

RACV may terminate this Agreement by immediate written notice to You if:

- a) You fail to pay any Fee under this Agreement by the due date for payment;
- b) You breach any provision of this Agreement that is not capable of remedy;
- d) You breach any provision of this Agreement that is capable of being remedied and you fail to remedy that breach within 7 days of being given notice of the breach by RACV; or
- e) You are the subject of, in the case of a company, any insolvency proceedings or in the case of an individual, any bankruptcy proceedings.

#### **10. No reliance**

Whilst RACV has no reason to believe that any information contained on this website is inaccurate, RACV does not warrant the accuracy, adequacy or completeness of such information, nor does RACV undertake to keep this website updated. To the maximum extent permitted by law, RACV does not accept responsibility for any loss, damage, cost, expense or injury You or any third party suffers as a result of reliance by You upon the accuracy or currency of information contained on this website.

#### **11. RACV's Return Policy**

- 11.1 Tyres may be returned only if they have not been fitted to a vehicle or driven on.
- 11.2 Tyres may be returned within 30 days of the purchase date, returns will not be accepted after this time.
- 11.3 RACV will be responsible for the freight, courier and delivery of the return tyres, however you will be responsible for all return freight costs - You may not organise your own freight.
- 11.4 You will be refunded the total amount of your Order minus any costs associated with freight to return the Goods. Your refund will be processed immediately upon receipt of the Goods back to RACV.

#### **12. RACV's Warranty**

- 12.1 Where RACV provides additional warranties over and above those which RACV is deemed to give by law in respect of goods and services, those warranties are detailed here.
- 12.2 A document delivered to You in the manner described in clause 12.1 will describe all of the warranties given and remedies available with respect to the goods and services. To the maximum extent permitted by law and save as set out in such a document, RACV:
  - a) disclaims any other warranty (whether express or implied) in relation to the goods and / or services; and
  - b) will not be liable for any loss or damage (including costs, loss of time, inconvenience and commercial losses) however caused, whether direct, indirect or consequential,

incurred or suffered by You or any third party in respect of the goods and / or services.

**13. You indemnify RACV**

13.1 You indemnify RACV, its related bodies corporate and each of their directors, officers, employees against all actual or threatened loss, damage, actions, claims and / or demands (including the cost of defending or settling any actions, claims and / or demands) which may be instituted against RACV arising out of:

- a) a breach of this Agreement by You (including a breach of any representation or warranty contained in this Agreement); and
- b) any wilful, unlawful or negligent act or omission by You.

13.2 The indemnities contained in this clause survive termination of this Agreement.

**14. Privacy**

14.1 To read how RACV collects, uses and discloses Your personal information, click [here](#).

14.2 In completing the Order Form You consent to the provision of the details of Your Order to the Authorised Fitter and any third party delivery agent engaged by RACV to deliver the Goods to the Authorised Fitter. You also consent to the Authorised Fitter contacting You for the purposes of arranging an Appointment.

14.3 Please be aware that as a purchaser through the RACV website, You may receive correspondence regarding Your use of the website, including the status of Your Order(s) or any other services provided to You. This may include confirmation of the receipt of Your Order(s) and notification of changes to the status of Your Order(s). You will also be notified of changes to RACV.com.au or associated websites that may have a direct effect on the use of the website. This correspondence forms part of this service and is necessary for the management of Your use of the website. If You do not wish to receive this correspondence, please do not place any Order(s).

**15. Governing law**

This Agreement is governed by and construed in accordance with the laws of Victoria and You irrevocably submit to the exclusive jurisdiction of the courts in that State.

**16. Entire Agreement**

These terms and conditions, the Order, and any warranties implied by law which cannot be excluded constitute the entire agreement of the parties in relation to its subject matter. All other terms whether express or implied are HEREBY EXCLUDED to the full extent permitted by law.

**17. General**

- 17.1 RACV may, in its absolute discretion, modify or amend this Agreement and such modifications or amendments will be binding upon You up to the time that you have placed your Order.
- 17.2 If any provision of this Agreement is invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision is to be severed from this Agreement and the remaining terms will continue to apply.
- 17.3 Any delay or failure by RACV to enforce any provision of this Agreement will not be deemed a waiver or create a precedent or prejudice RACV'S rights in any way. No waiver by RACV will be effective unless it is in writing and signed by or on behalf of RACV.