

## **RACQ Vehicle Inspections – Terms and Conditions**

### **1. General**

These Terms and Conditions may be varied by RACQ from time to time. We will use reasonable endeavours to notify you of any changes to these Terms and Conditions by placing a notice on our website. You will be bound by the Terms and Conditions you accept at the time of booking your vehicle for an RACQ Vehicle Inspection.

In these Terms and Conditions, a reference to RACQ is a reference to RACQ Operations Pty Limited and its related bodies corporate (RACQ Group) and the contractors, agents, officers, and employees of any member of the RACQ Group.

### **2. Inspection**

- Your Vehicle Inspection Report can only relate to the condition of the vehicle at the time of the inspection.
- Subject to the exclusions set out below, our Mobile Vehicle Inspection and MasterCheck Inspections will cover the vehicle's exterior, interior, engine compartment, drive train, tyres and wheels, some brake components and under body as well as taking the vehicle on a road test where roadworthy. Mechanical Checks will cover the vehicles engine compartment, drive train, some brake components and under body as well as taking the vehicle on a road test where roadworthy.
- Our vehicle inspection is based on the external examination of vehicle components. Due to the time and cost involved, it is not feasible for us to dismantle component assemblies to measure and inspect internal parts. These are evaluated by such factors as noise, operation and performance on the road test. If you wish to have an inspection of internal parts undertaken, you will need to contact a different service provider and arrange for them to undertake that inspection. We do not provide this service.
- There are some vehicles that we either cannot inspect, or for which only a limited inspection can be carried out. This might be because of limited access, level of complexity, or specialised tools and equipment required. We will attempt to advise where this might occur prior to conducting a vehicle inspection and this will be recorded in the Vehicle Inspection Report.
- Road tests may be completed within speed limits permissible within the immediate test area.
- Some faults do not become evident unless higher speeds are tested or achieved (i.e., wheel bearings, vibrations & performance, etc).
- For paint and body assessment, the vehicle needs to be clean, free from water, dust and mud. Scratches and paint chips to the vehicle's paintwork will only be recorded if they are considered excessive by the Inspector.

### **3. The Vehicle Inspection Report**

- All items in the inspection checklist are evaluated along with those requested by you and agreed by us at the time of the booking.
- The Vehicle Inspection Report can only describe and/or identify defects found and/or which are reasonably capable of being found upon external visual consideration of the vehicle at the time of the Vehicle Inspection. We cannot be held and are not responsible for any latent defects which are later discovered. We cannot advise of defects if we cannot see them or if they are not apparent during the Vehicle Inspection.
- We will provide our professional opinion of the overall condition of the vehicle for your guidance. You should appreciate a professional opinion is a matter of subjective judgement based on our inspectors' knowledge and experience, and our professional opinion will assist you in making informed decisions.
- Where the inspection has been requested to assist you or a third party in deciding to purchase a vehicle, you should appreciate that the Vehicle Inspection Report is not a recommendation to purchase, or not purchase, the vehicle. That decision is the prospective purchaser's own to make, having regard to such matters as they consider relevant.

#### 4. Exclusions

- Vehicle Inspection services that RACQ provide, may not be available in all areas.
- The Vehicle Inspection Report will not tell you about hidden and concealed defects, intermittent problems not apparent at the time of inspection, problems which cannot be identified on a visual inspection or unless parts of the vehicle are dismantled, or which become manifest after inspection. Items that are not checked as part of the inspection;
  - oil and fuel consumption
  - source of oil leaks
  - oil pump strainer for any build-up of sludge
  - engine cylinder compression,
  - vehicle electrics and electronics using specific diagnostic equipment
  - bodywork water leaks or their source
  - odometer accuracy
  - timing belt/timing chain/cam belt
  - brake pads, linings, and contact surfaces (Mobile Inspections)
  - brake components that cannot be easily seen without removing or dismantling parts or covers.
  - wheel alignment
  - the life expectancy of exhaust systems, clutches, or dual mass flywheels
  - operation of in car entertainment or media systems
  - sound or radio reception
  - the operation and accuracy of satellite navigation systems
  - advanced driver assistance systems, electronic driving aids, radars, and sensors
  - alarm systems or anti-theft devices
  - the accuracy of in-car computer systems
  - exhaust emissions, using gas analysing equipment, catalytic converters, LPG systems, diesel particular filter systems
  - air conditioning efficiency using specific diagnostic equipment
  - the habitation area of motor homes or campervan section of the vehicle
  - auxiliary batteries, hybrid batteries or power, electric vehicle batteries or power and remote-control batteries
  - hybrid or electric vehicle charging equipment
  - the quality of any repairs or replacements
  - any manufacturer recalls or any other recalls that have affected, or may affect, the vehicle in any way
  - non-standard or aftermarket accessories or parts as a result of personal modifications or otherwise
  - tyre pressures and tyre pressure monitoring systems
  - roof heights greater than 2.4m
  - wheels that require removal on dual wheel axles
  - age of tyres
  - any type of bearing
  - electric motors that propel the vehicle or electrics motors that are concealed
  - locking differentials (diff locks)
- We do not remove fixed items such as baby seats, seat covers, steering wheel covers, dash mats or other types of covers during the inspection.
- The inspection may not test the engine through the full operating temperature range of the engine, therefore some issues which are only evident when cold may not be detectable when the engine is presented at full operating temperature.
- Any documents with the vehicle, such as the vehicle service records, vehicle owner's manual, damage reports and repair records, are not inspected. We do not prepare those documents or verify their accuracy and so will not be making any assessment as to whether their contents are accurate.

- 4x4 vehicles fitted with dual range transfer cases, and/or centre locking differentials are checked for engagement but are not driven in these settings to prevent damage to the vehicle's driveline. Proper testing of these components needs to be conducted on an unsealed surface in varying conditions which is not completed as part of this inspection.

#### 5. Risk to Purchaser

- Due to the limitations on the detection and/or analysis of some faults, (those that are internal, concealed, or hidden, and/or are not audible within the limitations of our road test) to purchase a vehicle without a warranty from the seller may expose the purchaser to significant risks.
- Some vehicles, including older vehicles, may contain serious internal, structural, or mechanical defects and/or hidden corrosion. Whilst every care is taken to identify potential problems, you acknowledge that such defects may not be detectable from an external visual assessment. Older vehicles may also prove less reliable and need more frequent repairs/servicing than more modern vehicles, and these and other disadvantages in owning such a vehicle must be understood and accepted by you.
- By its nature, an inspection can only consider the vehicle as at the time of inspection. Defects may arise after the time of the inspection, which defects were not identifiable at the time of inspection.

#### 6. Fees and cancellations

- Fees and charges must be paid by major credit card at the time of booking the Vehicle Inspection.
- We reserve the right to refuse to inspect or report on any vehicle.
- If you cancel the Vehicle Inspection with more than 24 hours' notice, you will receive a full refund.
- If you cancel the Vehicle Inspection with less than 24 hours' notice, or our inspector attends the vehicle location, a cancellation/attendance fee of \$60.00 will apply.

#### 7. Booking times and Delays

- We will not be liable for any delay in performing, or any failure to carry out a Vehicle Inspection to the extent that such delay or failure results from events or circumstances outside our reasonable control.
- Depending on location and availability, timeframes may be changed at short notice. RACQ will make reasonable efforts to get in contact with you to inform you of the timeframe change. In the event RACQ cannot get hold of you, we will get in contact with the seller/person on location and organise the inspection for an agreed time with them.

#### 8. Complaints

- In the event of a complaint or dissatisfaction, please contact RACQ Vehicle Inspections on telephone 1800 629 501. Your complaint will be passed on to our Member Relations team. We should be given the opportunity to re-inspect the vehicle and may need to do so to deal with the complaint prior to any repairs being performed.

#### 9. Statutory Warranty

- Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
  - to cancel your service contract with us; and
  - to a refund for the unused portion, or to compensation for its reduced value.You are also entitled to be compensated for any other reasonably foreseeable loss or damage.

If the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

## 10. Liability

- Certain State and Commonwealth legislation, including the Competition and Consumer Act 2010 (Cth), imply warranties and conditions or impose obligations which cannot be excluded, restricted, or otherwise modified. These Terms and Conditions do not purport to exclude any statutory rights available to you and must in all cases be read subject to those statutory provisions. Other than those statutory provisions, we exclude all conditions and warranties which may be implied by law.
- To the maximum extent permitted by law, our liability for breach of any implied warranty or condition which cannot be excluded is restricted at our option to the resupply of services supplied or offered by us or the payment of the cost of having those services re-supplied.
- To the extent permitted by law, RACQ will not be liable to you or any third parties for any claim (whether in contract, tort, including negligence, or statute) for any loss, damage, injury or death to any person or property arising out of or relating to the Services provided by RACQ, including for any damage to the Vehicle. RACQ will not be liable in any circumstances to you or any third parties for any demurrage, loss of use, prospective profits or special, indirect, or consequential damages.
- You agree that RACQ's maximum liability to you is limited to the fees paid by you for the Services provided. If the Services provided to you are defective, RACQ shall, at its option, either resupply the Services or refund the fee paid.

## 11. Privacy

- RACQ collects, holds, and discloses your personal information (such as your name, address, email address and vehicle details) in accordance with the RACQ Privacy Policy which is available at:  
<https://www.racq.com.au/privacy>
- If you have any questions or comments regarding your privacy in relation to RACQ, please contact us on 13 19 05 or email us at [privacy@racq.com.au](mailto:privacy@racq.com.au). If you wish to make a complaint or otherwise do not agree with a decision made by RACQ in relation to the access or update of your personal information please write to: Privacy Officer, Group Risk & Compliance, PO Box 4 Springwood QLD 4127.

## 12. Registration of your Vehicle

- You understand that driving an unregistered vehicle is illegal and warrant that your vehicle is registered in accordance with Queensland legislative and regulatory requirements. Where your vehicle is not registered you will ensure that you take all necessary steps to notify us that your vehicle is unregistered.
- Where you do not notify us in accordance with this clause 13 that your vehicle is unregistered you agree to indemnify us for any fines, penalties, loss, damage, injury, or death caused to any person or property when we are driving or otherwise operating your vehicle.