

## RedBook Inspect - Inspection Service Terms

By booking a vehicle inspection with RedBook Inspect Pty Ltd (**RedBook Inspect**), you agree to the following terms and conditions regarding the RedBook Inspect service:

### 1. *Fees, Cancellation and Exclusions:*

- (a) In consideration of RedBook Inspect providing you with vehicle inspection services, including the provision to you of an inspection report (**Report**), you agree to pay the applicable fees as set out on the where the service is made available for purchase by You.
- (b) Fees may be varied by RedBook Inspect from time to time by posting the revised fees and charges where the service is made available for purchase by you.
- (c) RedBook Inspect requests that you use your best endeavours to provide not less than twenty-four hours' notice if you intend to cancel an inspection booking. In the event that you cancel the inspection with equal to or more than 24 hours' notice, you will be entitled to a full refund. In the event that you cancel the inspection with under 24 hours' notice, you will be entitled to a refund provided that RedBook Inspect reserves its right to charge a cancellation fee.
- (d) RedBook Inspect reserves the right not to undertake a vehicle inspection for any type of vehicle or other item, in which case you will be entitled to a refund.

### 2. *Inspection Process:* Following completion of payment for an inspection service, an inspector will contact the owner of the vehicle to arrange a time to conduct the inspection and confirm the location of the vehicle.

### 3. *Inspection Report:*

- (a) The inspection of any vehicle undertaken by RedBook Inspect is VISUAL and non-mechanical only and RedBook Inspect will not be responsible for any defects that are latent discovered which were not visually apparent during the inspection. The inspection will cover the vehicle's exterior, interior, engine compartment, tyres and wheels, brakes, under body and a road test where possible. The inspection will specifically not cover the items set out in Annexure 1. No removal of parts or components is undertaken during the inspection process. You acknowledge that while RedBook Inspect's inspectors use accepted methods for fault detection, these methods will not necessarily identify all faults with a vehicle. You should consider the age and condition of the vehicle at the time of inspection and any Report should be reviewed in this context. Vehicles are only road tested to speed limit of local area.
- (b) The Report provided by RedBook Inspect to you is only current as at the time it is issued. It is your responsibility (as a buyer) to conduct a visual inspection of the vehicle at the point of sale as RedBook Inspect can only advise on the condition of the vehicle at the time of inspection. The report is not a roadworthy certificate and cannot be used as a roadworthy certificate – you should contact the road transport authority in your state or territory for road worthy certificate requirements.
- (c) Where a road test is part of any inspection, you must ensure that the vehicle has sufficient petrol to undertake the test. RedBook Inspect will not undertake a road test on any vehicle which appears, as determined by the inspector, not to be in a roadworthy condition or if the vehicle is not registered in the relevant state.
- (d) You should consider the age and condition of the vehicle at the time of inspection and any Report should be reviewed in this context. Subject to all applicable laws, RedBook Inspect does not provide any warranty regarding the nature, reliability, accuracy or completeness of any information contained in the Report or the fitness of the information contained in the Report for any purpose intended.
- (e) RedBook Inspect does not check for any manufacturer recall notices and you should check that the vehicle is not subject to a recall notice.
- (f) Notwithstanding the result of any inspection, RedBook Inspect does not guarantee that the vehicle inspected would pass a road authority inspection.

### 4. *Your Responsibilities:*

- (a) The inspection will be undertaken at the location notified by you (or the relevant vehicle seller) to RedBook Inspect. It is your responsibility to arrange for your vehicle to be at the inspection location at

the time of the booking or to procure that the vehicle seller makes available his or her vehicle at the inspection location at the time of the booking.

- (b) The Report is prepared is provided by RedBook Inspect for the person named on the report and you must not provide the Report to any third party, except with RedBook Inspect's prior written consent. RedBook Inspect may allow you to publish the Report on a carsales Network website in association with an item listing.
- (c) If the Inspection undertaken by RedBook Inspect is a pre-purchase inspection, the purchaser is responsible for undertaking searches of public records in relation to the vehicle, for example to determine if the vehicle is subject to a security interest, the vehicle has been written off or the VIN or engine number of the vehicle is inauthentic or any other matter. RedBook Inspect will also not be responsible for verifying the accuracy of the vehicle mileage as indicated by the vehicle's odometer.
- (d) You must provide the RedBook Inspect inspector with any material information that you have or that you are aware of in relation to the vehicle which is the subject of the inspection. For example, the vehicle's service history, if the vehicle is unregistered (and if not, the reason for it being unregistered), any major mechanical repairs undertaken on the vehicle or if the vehicle has suffered structural damage due to its involvement in a collision. RedBook Inspect relies on the complete disclosure of this information from you and the accuracy of any such information and will not be responsible if the Report is inaccurate due to any information provided by you being inaccurate.
- (e) You understand that the Report is not, and should not be considered to be recommendation to purchase or not to purchase a vehicle. The decision to purchase a vehicle is your own having regard to such matters as you consider relevant having regard to your own circumstances and your own investigations and enquiries.
- (f) Refer to Annexure 2 for terms of any customer guarantees.

#### 5. *Liability*

- (a) Other than as set out in this clause, and to the full extent permitted by law, all rights, remedies, conditions, guarantees and implied and express warranties in respect of any goods or services provided by RedBook Inspect are HEREBY EXCLUDED.
- (b) To the full extent permitted by the law, RedBook Inspect will only be liable to you:
  - (i) pursuant to any guarantee, right or contractual term that arises, is created or is implied by operation of law and that cannot be excluded PROVIDED THAT, to the full extent permitted by law, any such liability of RedBook Inspect is limited, at RedBook Inspect's option, to (A) replacing or repairing the relevant goods (B) supplying goods equivalent to the relevant goods, (C) supplying the relevant services again or (D) paying the cost of such replacement, repairs or supply; or
  - (ii) subject always to subclause 5(d), if Your claim arises from or in connection with any deliberate breach of these terms and conditions or fraud by RedBook Inspect.
- (c) Subject to subclause 5(b), and except to the extent that liability cannot be excluded, RedBook Inspect, will not be liable to you for claims arising out of or in connection with your access and use of the RedBook Inspect Website, the RedBook Inspect Service and related services whether arising in contract, tort (including negligence), indemnity, strict liability, breach of warranty or statute.
- (d) To the full extent permitted by law, RedBook Inspect will not be liable to you for loss of use, production, profit, revenue, business, data, contractor anticipated savings or for delay or for any financing costs or increase in operating costs or any economic loss for any indirect or consequential loss or damage. RedBook Inspect will not be responsible for the terms of any transaction between you and any person in relation to any vehicle inspected by RedBook Inspect or for resolving any dispute between you and any person.
- (e) You agree to indemnify RedBook Inspect against any liability, loss, claim or demand if carsales (or any of its officers, representatives, employees or agents) suffers any loss or damage or incurs any cost in connection with a breach by you (or any of its officers, representatives, employees or agents) of these terms and conditions.
- (f) For the purposes of this section, the term RedBook Inspect will mean Auto Inspect Pty Ltd, its related bodies corporate and each of their officers, employees, contractors and agents, whether individually or collectively.

(g) These terms and conditions will survive the expiration or termination of this agreement.

6. *Intellectual Property:* All Intellectual Property Rights in the RedBook Inspect services are vested in RedBook Inspect and there is no assignment of Intellectual Property Rights in any materials provided by RedBook Inspect to you as part of the provision of services to you. For the purpose of this clause, "Intellectual Property Rights" means all rights in present and future registered and unregistered copyright, trademarks, designs, patent, semi-conductor or circuit layout rights resulting from intellectual activity in the electronic, industrial, scientific, literacy or artistic fields. RedBook Inspect retains all rights to the Report and the data contained in it and provides any Report subject to the terms of these terms and conditions. Nothing in this clause will operate to limit or restrict RedBook Inspect's rights in relation to the data contained in any Report for purposes other than for providing you with a Report.
7. *Termination:* Either party may terminate this agreement by immediate written notice to other if the other party breaches any of these terms that is not capable of remedy or if the other party breaches any of these terms that is incapable of remedy and the other party fails to remedy such breach with 14 days written notice.
8. *Matters outside RedBook Inspect's reasonable control:* Redbook Inspect will not be liable for any delay in performing, or any failure to carry out an inspection to the extent that such delay or failure results from events or circumstances outside its reasonable control.
9. *Privacy:* RedBook Inspect collects, holds and discloses your personal information (such as your name, address, email address and vehicle details) in accordance with the [RedBook Inspect Privacy Policy](#).
10. *Amendment:* RedBook Inspect may at any time modify or amend the terms and conditions upon which RedBook Inspect's services are supplied to you by providing you with 30 days' notice to you via your nominated email address or by publishing any change on the RedBook Inspect website or in any other place where the services are made available for purchase, provided that you may terminate this Agreement on 7 days' notice should any change materially impact your use of the this service.
11. *Governing Law:* This Agreement is governed by and construed in accordance with the laws of the State of New South Wales, Australia and each party irrevocably submits to the exclusive jurisdiction of the courts in that state.

(Version 1, 23 February 2016)

## **Annexure 1 – Excluded Items**

- a) Brake function and lining material, brake drums, limited to what is immediately visible
- b) Evidence of brake fluid contamination/hydraulic fluid
- c) Anti-lock braking system (ABS) mechanics
- d) Meters indicating oil and fuel consumption or the degree of oil and fuel consumption
- e) Reason for oil leaks
- f) Oil pump strainer to assess sludge build up
- g) Wheel cylinders
- h) Vehicle electrics and electronics
- i) Transmission mechanics
- j) Engine cylinder compression
- k) Engine mountings
- l) Water pump/fan
- m) Body water leaks or reason for leaks
- n) Odometer and camshaft belt, drive belt and timing belt;
- o) Estimated expiry of exhaust system, clutch, dual mass flywheels
- p) Standard to which repairs or service history have been completed
- q) Functionality of audio-visual or entertainment system including CD, Cassette, TV, DVD, iPod connectivity, sensors, alarm/security devices, satellite navigation systems/GPS
- r) Degree of gas emissions
- s) Catalytic converters
- t) Additional accessories included as a result of owner's modifications
- u) Mechanical switching of wipers and lights
- v) LPG systems
- w) Air conditioning efficiency
- x) Status of habitation areas of motorhomes or caravans
- y) Vehicle's computer systems, such as trip meter computers, cruise control and any other computer systems
- z) Technical systems

## Annexure 2 - Money Back Guarantee – Terms and Conditions

1. RedBook Inspect Pty Ltd (**RedBook Inspect**) offers certain RedBook Inspect inspection services customers a 30 Day Money-back Guarantee (**Guarantee**) subject to these terms and conditions.
2. The Guarantee is only available to retail customers (**Eligible Customer**) – motor vehicle dealers, finance and insurance companies, transportation or ride sharing companies or other commercial customers of RedBook Inspect are ineligible for the Guarantee.
3. Subject to clauses 2, 3, 5 and 6, RedBook Inspect will refund the fees paid by an Eligible Customer to RedBook Inspect for the inspection of their vehicle if:
  - a) the Eligible Customer detects a material fault or defect with the vehicle that was not identified by RedBook Inspect in its inspection report; or
  - b) the Eligible Customer (acting reasonably) is not satisfied with the outcome of the inspection services undertaken by RedBook Inspect.
4. The Eligible Customer will not be entitled to a refund under the Guarantee if:
  - a) there is a material fault or defect with the vehicle which:
    - (i) arises after the time of the inspection, including but not limited to if the Eligible Customer (or its contractor) has undertaken repairs on the vehicle after inspection, if damage has arisen due to misuse, neglect, lack of maintenance of the vehicle or where the vehicle has been utilised for motor sports or otherwise for fair wear and tear of the vehicle; and
    - (ii) could not have been detected by a visual inspection of the vehicle (RedBook Inspect will not remove parts or components as part of the inspection); and
  - b) The vehicle is subject to a security interest, the vehicle has been written off or the VIN or engine number of the vehicle is inauthentic or any other matter that could be detected by the customer having undertaken a search of publicly available information such as a PPSR search of written off-vehicle register search.
5. In order to apply for a refund under this Guarantee, the Eligible Customer must submit a claim by email to [info@redbookinspect.com.au](mailto:info@redbookinspect.com.au) including their vehicle details, the date of the inspection and all relevant details of their claim. The claim must be submitted not later than 30 days from the date of the inspection. RedBook Inspect may request that the Eligible Customer provide further information to review its claim.
6. If RedBook Inspect determines that Eligible Customer is entitled to a refund under the Guarantee, it will notify the Eligible Customer via email and refund the amount of fees it received from the Eligible Customer within 14 days from the date of the notice.