

## **JAX Tyres & Auto Mobile Services- Terms & Conditions**

### **\*Promoter:**

*JAX Quickfit Franchising Systems Pty Ltd Level 2, 39-47 Albany Street, Crows Nest NSW 206*

These Terms & Conditions govern the provision of mobile services to the Customer by the applicable Participating Store (**JAX Tyres & Auto Mobile Services**).

### **Terms and Conditions**

#### **General**

1. The JAX Tyres & Auto Mobile Services may be available for Customers to book directly either online or by phone, see store for details: <https://www.jaxyres.com.au/tyre-stores>.
2. By booking any JAX Tyres & Auto Mobile Services, the Customer accepts these Terms & Conditions.

#### **Availability**

3. JAX Tyres & Auto Mobile Services are now available in the localities of Bondi (NSW), Bowen Hills (QLD), Geelong (VIC), Gillies Plains (SA), Maitland (NSW) and Singleton (NSW).
4. Operating times and types of JAX Tyres & Auto Mobile Services may differ.

#### **Conditions**

5. Each booking is subject to availability. The Participating Store reserves the right to decline the booking without liability.
6. The Participating Store will provide an estimate of the cost of all services to be undertaken & goods to be supplied. The estimate will be discussed with the Customer prior to work being commenced on the vehicle. All estimates and prices include GST. Should additional work be found necessary during the course of the service which would cause the estimate to be exceeded, the Participating Store will contact the Customer to explain the additional work required and to seek authorisation for the additional costs to be incurred before proceeding.
7. The Participating Store will not be liable for any delay in performing, or any failure to carry out repairs to a vehicle to the extent that such delay or failure results from events or circumstances outside it's reasonable control.

#### **Privacy**

8. A Participating Store reserves the right to determine the identity of the Customer. Upon request, the Customer must provide any reasonable information requested from time to time to confirm the identity of a Customer or eligibility of a Customer (**Customer Information**).
9. The Participating Store will use, store and disclose any Customer Information only in accordance with their relevant Privacy Policy. It is acknowledged that each

Participating Store may disclose Customer Information to any Related Body Corporate of the JAX group of companies including but not limited to JAX Quickfit Franchising Systems ACN 112 050 058 (**Promoter**).

### **Miscellaneous**

10. [Terms of Supply for Goods and Services](#) apply to the sale and purchase of all goods and services by any JAX Tyres & Auto Mobile Services.
11. Except as these Terms and Conditions specifically state, a Participating Store does not include by implication any other condition, term or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition or description of a service or product provided by the applicable Participating Store.
12. Nothing in these Terms and Conditions is to be interpreted as excluding, restricting or modifying, or having the effect of excluding, restricting or modifying, the application of any State or Federal legislation applicable to the supply of goods or services that cannot be excluded, restricted or modified including but not limited to the Consumer Guarantees under the Australian Consumer Law.
13. To the maximum extent permitted at law, the Promoter and each Participating Store (and their respective agents, employees and officers) exclude all liability for any actions, claims, costs, demands, expenses, liabilities or loss (including any consequential or indirect loss) of any kind whatsoever arising from or related to the JAX Tyres & Auto Mobile Services.
14. The laws of New South Wales from time to time governs these Terms, and Participants agree to the non-exclusive jurisdiction of the courts of New South Wales, the Federal Court of Australia, and courts entitled to hear appeals from those courts.