

TAX INVOICE

CCS Group (Andy Osbourne)

Wangara Western Australia 6065

Email: workshop@ccswa.com.au

INVOICE TO:

9 Tesla Link

Tel: 0893855000

Tax Invoice Number: 243780 Order Number: 14115 Date: 26/05/2022 Due Date: 26/05/2022 ABN: 45506182969

FOR:

SS4DM - 4 Cylinder Diesel Manual Service Odometer: 324,343 Kms Model: Isuzu D-Max Reg No: GLAZE4 Year: 11/10

Description	Qty.	Unit Price	Amount
SS4DM - 4 Cylinder Diesel Manual Service			
 Work Completed Add oil flush to engine oil & run for 20 minutes before draining oil Carry out 4CYL Diesel manual service Change oil and filter penrite oil used Check diesel filter, water trap & replace diesel filter when needed Blow out air filter box, air filter & replace air filter when needed Add fuel system cleaner Pressure test cooling system Top up fluid levels Check brakes, lights, exhaust, suspension, tyres and cooling system Carry out full safety check Add screen wash Grease all joints & driveline where applicable, Grease all door catches & door straps when needed Clean out brakes. Test coolant glycol & inhibitor condition Test brake fluid load test battery Check tyre pressures & tread depth Reset service indicators where applicable Check all driveline Clean & adjust rear brakes, handbrake & cables when needed Test drive 	1.0	\$0.00	\$0.00
Enviromental Waste Disposal Charge	1.0	\$7.27	\$7.27
SPW - Sump Plug Washer - SPW - Sump Plug Washer	1.0	\$4.5455	\$4.55
EOF - Engine Oil Flush (Only with Service)	1.0	\$18.1818	\$18.18
1079.51 - Penrite Diesel fx 15W40	7.3	\$12.7273	\$92.91
Z600 - Oil Filter - Spin On	1.0	\$42.5182	\$42.52
Diagnose Boost Issue Removed Airflow Meter and Clean Heavily Contaminated Found No Boost Pressure or reading from regulation Valve Needs New Boost Control Valve \$435 from isuzu	1.0	\$0.00	\$0.00

23 Buckingham Drive, Wangara Western Australia 6065

Licence: MRB5069 MD26684 Tel: 0893094445 Fax: 0893095370 Email: accounts@killarneyautos.com.au Website: http://killarneyautos.com.au/

Description	Qty.	Unit Price	Amount
LAB01 - Labour	2.0	\$113.6364	\$227.27

Bank Account Details: BSB: 066-001 A/C No: 11895299

If you are happy with your service today please go onto our Facebook page or find us on google to leave a review. Thank you for your continued business.

\$392.70
\$39.27
\$431.97
\$0.00
\$431.97

PAYMENT ADVICE

TO: Killarney Autos 23 Buckingham Drive Wangara Western Australia 6065

26/05/2022
\$431.97
243780
5847
CCS Group (Andy Osbourne)

Amount Enclosed

Enter the amount you are paying above

Powered by MechanicDesk

- Killarney Autos Pty Ltd Terms & Conditions of Trade
- **1**. 1.1 1.2
- Definitions
 'Killarrey Autos Pty Ltd ATF Lenihan Trust T/A Killarrey Autos Pty
 Ltd, its successors and assigns or any person acting on behalf of and with the authority of
 Killarrey Autos Pty Ltd ATF Lenihan Trust T/A Killarrey Autos Pty
 Ltd, its successors and assigns or any person acting on behalf of and with the authority of
 Killarrey Autos Pty Ltd ATF Lenihan Trust T/A Killarrey Autos Pty Ltd.
 "Customer means the person's or any person acting on behalf of and with the authority of
 the Customer requesting Killarrey Autos Pty Ltd.
 "Is more than one Customer, is a reference to each Customer jointly and
 severally; and
 (a) if there is more than one Customer, is a reference to each Customer is reformed to
 sortices all Goods (including but not limited to, any supplementary attemption
 devices and a trust, shall be bound in their capacity as a trustee; and
 (d) includes the Customer's executors, administrators, successors and permitted assigns,
 foods means all Goods (including but not limited to, any supplementary attemption
 the Customer's request from time to time (where the context so permits the terms
 foods or Services shall be interchangeable for the other).
 "Vehicle' shall mean any loan Vehicle supplied by Killarrey Autos to the Customer, and includes any parts, components, accessories and contents
 supplied by Killarrey Autos.
 "The means Goods and Services Tax (GST) as defined within the 'A New Tax System
 Goods and Services Tax (GST) as defined within the 'A New Tax System
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 Goods and Services Tax (GST) as defined
- 1.3
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- 1.5 1.6
- 2. 2.1
- 2.2
- (Conds and Services Tax) Act 1999' (Cth). Acceptance The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for, or accepts Services provided by Killarney Autos. These terms and conditions may only be amended with the consent of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and Killarney Autos. In the event that the Goods and/or Services provided by Killarney Autos are the subject of an insurance claim that the Customer has made, then the Customer shall be responsible for the payment of any monies payable to the insurance company and agrees to honour their obligation for payment for such transactions invoiced by Killarney Autos and shall ensure payment is made by the due date inrespective of whether the insurance claim is successful. 2.3
- 2.4
- 3. 3.1
- Ensulting by the payment is finally by the use one mespectric of microtic bin models. In the successful.
 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section XX of the Electronic Transactions Act XXX or any other applicable provisions of that Act or any Regulations referred to in that Act.
 Errors & Omissions
 The Customer activation of the Act or any Regulations referred to in that Act.
 Earos is a constrained of any alleged or actual error(s) and/or omission(s):
 (a) resulting from an indivertent missike made by Killiarrey Autos in the formation and/or administration of this contract, and/or
 (b) contained/omitted infrom any literature (hard copy and/or electronic) supplied by Killiarrey Autos in respect of the Services.
 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attinuutable to the engligence and/or will mission/duct of Killiarrey Autos.
 The Customer and/or mation occurs in accordance with clause 3.1, and is not attinuutable to the engligence and/or will mission/duct of Killiarrey Autos.
 The Deat this contract as repudiated nor render it invalid.
 Change in Contral.
- 3.2
- **4**. 4.1
- **5.** 5.1
- If the event such an enumeration during the construction of the energineence and/or wild instructional conduct of Killarney Autos, the Customer shall not be entitled to treat this contract as republicited on render it invalid.
 The Customer shall give Killarney Autos on the less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number's, change of trustees or business practice). The Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number's, change of trustees or business practice). The Customer's failure to comply with this clause.
 Price and Payment
 At Killarney Autos' sole discretion, the Price shall be either:
 (a) as indicated on invoices provided by Killarney Autos to the Customer informed upon completion of the Services, Killarney Autos as the actual Price can only be determined upon completion of the Services, Killarney Autos and the original estimate.
 (c) Killarney Autos' guided Price (subject to clause 6) which shall not be deemed binding upon Killarney Autos sole discretion, a deposit may be required, the amount or percentage of which will be stipulated at the time of the Customer's name.
 (c) Killarney Autos' guided at the Customer's shall accept Killarney Autos quotation in writing within thirty (30) days of issue.
 (c) Killarney Autos' sole discretion, a deposit may be required, the amount or percentage of which will be stipulated at the fourther customer's cools or vehicle, or where they are ready loce is on claused by the Kustos (at this sole discretion) we harge a reasonable fea for storage.
 (k) Killarney Autos' sole discretion:
 (a) payment shall be due below undertaking the Services; or
- 5.2
- 5.3 54
 - - (a) (b) (c)

 - Killamey Autos sole discretion: payment shall be due on completion of the Services; or payment shall be due before undertaking the Services; or payment for approved Customers shall be made by instalments in accordance with Killamey Autos' payment schedule; or payment for approved Customers shall be due thirty (30) days following the end of the month in which a statement is posted to the Customer's address or address for or horse (d)
- nonces. for payment for the Services shall be of the essence and will be stated on the invoice y other forms. If no time is stated, then payment shall be due seven (7) days following 5.5
- 5.6 5.7
- 5.8
- Time for payment for the Services shall be of the essence and will be stated on the invoice or any other forms. If no time is stated, then payment shall be due seven (7) days following the due of the invoice. The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Killarney Autos nor to withhold payment of any invoice because part of that invoice is in dispute. Payment will be made by cash, or by cheque, bank cheque, electronicion-line banking, credit card (a sucharge may papy) per transaction) of the Price, be Customer must pay to Killarney Autos and any and the such and the state Customer must pay to Killarney Autos an amount equal to an QST Killarney Autos must Customer must pay to Killarney Autos an amount equal to an QST Killarney Autos must Customer must pay to Killarney Autos an amount equal to an QST Killarney Autos must Customer must pay to Killarney Autos and any competentification of the Price Customer must pay to Killarney Autos and amount equal to an QST Killarney Autos must Goods. The Customer must pay to Killarney Autos were customer must pay any other taxes and duites that may be applicable in addition to the Price except where they are expressly included in the Price. **Additional Charges** Killarney Autos reserves the right to change the Price. (a) if a variation to the Services which are to be provided is requested; or (b) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to Lutoms in the cost of labour or Goods, or fluctuations in currency exchange rates, which are beyond Killarney Autos control. Where Killarney Autos is requested to store the Customer's which are beyond tillarey Autos in or fluctuations in currency exchange rates, which are beyond Killarney Autos control. Where Killarney Autos is (att is sole discretorion) may charge are of (515.00 per day) or storage.
- **6.** 6.1
- 6.2
- 6.3 6.4
- Collection, then Ruiming Autus (at its sure usacreaux, may surged surgers). All too and a surger less will be charged to the Customer, and will be added to the Price. All too and Autos has been resuested by the Customer to diagnose a fault that requires disassembly audio resting, all costs involved will be charged to the Customer insepctive of whether or not the repair goes ahead. The Customer acknowledges and agrees that Killarney Autos shall be entitled to: (a) retain any components replaced during the provision of the Services, and (b) the right to retain all proceeds obtained from the sale of such components to any auto recycler or salvage yard. Delivery 6.5
- 7. 7.1
- Tercycler or salvage yard.
 Delivery
 At Killamey Autos' sole discretion delivery of the Services shall take place when:
 (a) Killamey Autos provides the Services at Killamey Autos' address; or
 (b) Killamey Autos provides the Services at the Customer's nominated address.
 Where Killamey Autos is the Services at the Customer's nominated address.
 Where Killamey Autos is a consistent of the Services at the Customer's nominated address.
 In diameter Autos is a consistent of the Services.
 In diameter Autos is a consistent of the Services.
 Anu time snecified by Killamey Autos for delivery of the Goods is an estimate only constant of the Services.
 Anu time snecified by Killamey Autos for delivery of the Goods is an estimate only constrained for the Services. 7.2
- purchased for the Services). Any time specified by Killamer Autos for delivery of the Goods is an estimate only and Killamer, Autos will not be liable for any loss or damage incurred by the Customer as a result of delivery being late. However, both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time and place as was arranged between both parties. In the event that Killamer, Autos is unable to supply the Goods as agreed solely due to any action or inaction of the Customer, then Killamey Autos shall be emided to charge a reasonable for redelivery and/ords storage. 7.3
- **8.** 8.1
- 8.2
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- 8.4 8.5
- agreed solely due to any action of inscuon of the Usburner, inter Rumaney Rules and ac-entitled to Charge a reasonable fee for redelivery and/or storage. Risk dramage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on a Defore Delivery. If any of the Goods are dramage of charge of the Customer on Delivery and the Customer must insure the Goods on the Defore Delivery. If any of the Goods are dramage of the Customer on Delivery and the customer must insure the Goods on the Defore Delivery. If any of the Goods are dramage of the Customer on Delivery but prior to ownership sufficient evidence of Killamey Autors fingts to receive the insurance proceeds without the need for any person dealing with Killamey Autos to make further enquires. The Customer acknowledges and agree that where Killamey Autos has performed temporary repairs on the vehicle that: (a) Killamey Autos will accept no responsibility or valuables or other items left in the Customer's vehicle. It is the Customer's responsibility to remove any valuables from the Customer's vehicle. It is the Customer's responsibility to remove any valuables from the Customer's vehicle. It is the Customer's responsibility to remove any valuables from the Customer's vehicle. It is the Customer's responsibility to remove any valuables from the Customer's vehicle. It is the Customer's responsibility to remove any valuables from the Customer's vehicle. It is the Customer's responsibility to remove any valuables from the Customer's vehicle. It is the Customer's not have a singer of the customer's vehicle. It the Customer's vehicle, or caused by the components, or any part thereof Movesever arising. 8.6
- Goods or the Customer's vehicle, or caused by the components, or any part thereot howscever arising. Killarney Autos shall not be liable for the loss of or damage to the Customer's vehicle, its accessories or contents while being reparied or operated in connection with the authorised Services (including in the event of a call-out: it shall be the Customer's responsibility to remain with the vehicle to ensure security of the same), unless caused by the negligence of Killarney Autos, or Killarney Autos' employees. It is the Customer's responsibility to ensure that the Customer's vehicle is insured against all possible damage (including, but not limited to, the perils of accident, fire, theft and burglary and lother usual risk) whils stored at Killarney Autos' remeinses. The vehicle is
- 8.7 burglary and all other usual risks) whilst stored at Killarne at all times stored and repaired at the Customer's sole risk

e mrey Autos and the Customer agree that ownership of the Goods shall not pass until: the Customer has paid Killamery Autos all amounts owing to Killamery Autos; and the Customer has met all of its whore objections to Killamery Autos. Note that the state of the state payment until that from of payment has been honourd, cleared or teognised.

9.2 9.3

10.4

- (b) the Customer has met all of its other obligations to Killarney Autos.
 Receipt by Killarney Autos any form of payment has been honoured, cleared or recognised.
 (a) until ownership of the Goods passes to the Customer in accordance with clause 9.1 that the Customer is one clause of the Goods and must return the Goods to Killarney Autos and Pay to Killarney Autos the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
 (c) the Customer must not all cliqospec, or otherwise part with possession of the Goods other than in the ordinary course of business and form arket value. If the Customer resits, disposes or chost with possession of the Goods ther than in the ordinary course of business and form arket value. If the Customer hey a to Killarney Autos and must pay or deliver the proceeds of any such act on trust for Killarney Autos and must pay or deliver the proceeds of any such act on trust for Killarney Autos and must pay or deliver the proceeds of the Goods the must sell, dispose, or conder with other the customer must hold the proceeds to Killarney Autos and the Customer the customer the cast must sell.
 (d) the Customer revocably authorises Killarney Autos and must sell, dispose of or return the resulting product to Killarney Autos as its o directs.
 (e) the Customer shall not charge or grant an encumbrance over the Goods nor grant nor diver the secured.
 (f) the Customer shall not charge or grant an encumbrance over the Goods nor grant nor diverse thas the meaning given to it by the PSA.
 (h) Killarney Autos act 2009 (PPSA)
 (h) Killarney Autos and the Good shas not passed to the Customer.
 Personal Property Securites Act 2009 (PPSA)
 (h) Killarne

- **10.** 10.1 10.2
- 10.3

 - thereby; not register a financing change statement in respect of a security interest without the prior written consent of Killarev Autos; not register, or permit to be registered, a financing statement or a financing change statement in reliation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of Killarev Autos; immediately advise Killarev Autos of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such asies. (d)
 - (e)
- sening the toods which would result in a change in the nature of proceeds derived from such sales. Killamey Autos and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions. The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA. The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA. 10.5 10.6
- 10.7
- 10.8
- 10.9
- The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143. Unless otherwise agreed to in writing by Killarney Autos, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA. The Customer must unconditionally ratify any actions taken by Killarney Autos under elayses 10.3 to 10.5. Subject to any express provisions to the contrary (including those contained in this clause 10) nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA) The Customer must inspect the Goods on delivery and must within seven (7) days of delivery notify Killarney Autos son as reasonably possible after any such delet becomes evident. Upon such notification, the Customer must allow Killarney Autos to inspect the Coods. **11.** 11.1 11.2
- 11.3
- 11.4
- alleged users in the Geodern the Castomer must allow Killarney Autos to inspect the evident. Ubon such notification, the Customer must allow Killarney Autos to inspect the Under applicable State, Territory and Commonwealth Law (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees). Killarney Autos acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees. Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Killarney Autos makes no waranties or other representations under these terms and conditions including but not limited to the quality or suitability of the exemited by lacost tability in respect of these warantees it miled to the table steart remitted by lacost tability in respect of these warantees it miled to the fullest extent remitted by lacost tability is section 64A of Schedule 2. If Killarney Autos is required to replace the Goods under this clause or the CCA, but is unable to do so, Killarney Autos may refund any money the Customer has paid for the Goods. 11.5
- 11.6
- nable to do so, Killamey Autos may refund any money the Customer nas paid tor un-loads. The Customer is not a consumer within the meaning of the CCA, Killamey Autos' liability r any defect or damage in the Goods is: a) limited to the value of any express warranty or warranty documentation provided to the Customer by Killamey Autos at Killamey Autos is entitled, if Killamey Autos did not manufacture the Goods; c) dimetration of the Killamey Autos is entitled, if Killamey Autos did not manufacture the Goods; c) dimetration of the Killamey Autos is entitled, if Killamey Autos did not manufacture the Goods; c) dimetration of the Killamey Autos is entitled, if Killamey Autos did not Millamey Autos has agreed that the Goods are of clause 11.1; and b) Killamey Autos has agreed that the Goods are offective; and c) the Coods are returned on a close a condition to that in which they were delivered as is possible. 11.7 (a) (b)
- 11.8
- (d) is possible. Nowithstanding clauses 11.1 to 11.8 but subject to the CCA, Killarney Autos shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of 11.9
 - the Customer failing to properly maintain or store any Goods; the Customer using the Goods for any purpose other than that for which they were designed: (a) (b)
 - (c)
 - designed; the Customer continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user; the Customer failing to follow any instructions or guidelines provided by Killarney (d)
- (a) the Customer tailing to tollow any instructions or guidelines provided by Nillarney (Autos, et al., and ear, any accident, or act of Cod.
 (a) to case of second hand Goods, unless the Customer is a consumer under the CCA, the Customer acknowledges that it has had full oportunity to inspect the second-hand Goods prior to delivery and accepts them with all laults and that to the extent permitted by law no warranty is given by Killarney Autos as to the quality or suitability for any purpose and any implied warranty. Statutory or otherwise, is expressly excluded. The Customer acknowledges and agrees that Killarney Autos has agreed to provide the Customer with the second-hand Goods and calculated the Price of the second-hand Goods in reliance of Novimbianding anything on the interval is full fully and the second-hand Goods in reliance of Novimbianding anything contained in this clause if Killarney Autos is second-hand Goods in values to Novimbianding anything contained in this clause if Killarney Autos is second-hand Goods in values to Novimbianding anything contained in this clause if Killarney Autos is second-hand Goods in values to the second-hand Goods in values to Novimbianding anything contained in this clause if Killarney Autos is second-hand Goods in values to the second-han 11.10
- 11.11 Notwithstanding anything contained in this clause if Killarney Autos is required by a law to accept a return then Killarney Autos will only accept a return on the conditions imposed by
- **12.** 12.1
- that jow. Touch that not relatingly holes on the only obcept of relation on the contained imposed by Default and Consequences of Default. Interest on overdue invoices shall accrue daily from the dale when payment becomes due, until the date of payment, at a rate of two and a half general (2.5%) per calendar month (and at Killamey Autos' cole disoration such interest shall compound monthly at such a table abers are well as before any indigment. If the Customer owes Killamey' Autos any money the Customer shall indemnify Killamey Autos from and against all costs and disbursements incurred by Killamey Autos in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own Customer basis, Killamey Autos' collection agency costs, and bank disbnoour fees). 12.2
- a solicitor and own Lusiomer basis, inliamer Autos collection agency cosis, and bank dishonour fees, to any other rights or remedies Killarey Autos by never index and the transaction is customer to any other and payment killarey Autos by neratir card, and the transaction is customer and any and the transaction is customer and the transaction is customer and the transaction is addition to any further cosis incurred by Killarney Autos under this clause 10, where it can be proven that such reversal is found to be lifegul, fraudulent or in contravention to the Customer's obligations under this agreement. Without prejudice to killarney Autos solutos other remedies at law Killarney Autos and the transaction is amounts owing to Killarney Autos solutos other remedies at law Killarney Autos and the cost amounts of (a) any more yavable to make a payment when it fails due; (a) any morey payable to Killarney Autos brene swerdle, or in Killarney Autos or proposes or enters into an arrangement with creditors, or makes an assignment for the beenefit of this creditors; or 12.3 12.4
- efficient into an anonyminant and efficient and effici (c) appointed in respect of the Customer or any asset of the Customer. Security And Charge Despite anything to the contrary contained herein or any other rights which Killarney Autos **13.** 13.1

 - Despte anything to the contrary contained herein or any other rights which Killarrey Autos may have howsoever: (a) where the Customer is the owner of land, realty or any other asset capable of being charged, the Customer arges to mortgage and/or charge all of their joint and/or several interests in the said land, realfy or any other asset to Killarney Autos or Killarney Autos' nominee to secure all amouts and other monetary obligations payable under these terms and conditions. The Customer agrees that Killarney Autos or Killarney Autos' nominee is shall be entitled to lodge where appropriate a caveat,

Please note that a larger print version of these terms and conditions is available from Killarney Autos on request. © Copyright - EC Credit Control 1999 - 2017 # 35868

- which caveat shall be withdrawn once all payments and other monetary obligations apable hereunder have been met. should Killamey Autos elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer shall indemnify Killamey Autos from and against all Killamey Autos costs and disbursements including legal costs on a solicitor and wn Customer basis. the Customer agrees to inrevocably nominate constitute and appoint Killamey Autos in Rillamey Autos in omine as the Customer's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 13.1. (b)
- (c)

Killarney Autos nominee as the Customer's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 13.1. Cancellation Without prejudice to any other remedies Killarney Autos may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions Killarney Autos may suspend or terminate the supply of Gods to the Customer stiffers because Killarney Autos are suspend or terminate the supply of Gods to the Customer stiffers because Killarney Autos are excited its nghits under this clause. Killarney Autos may cancel any contract to which these terms and conditions apply cancel delivery of Services at any time before the Services are delivered by giving written notice in the Customer of ngiving Price following the Services are delivered by giving written notice in the Customer structure. The services are delivered by giving written notice in the Customer and the container shall may to be lable for any loss or atmage howsoever arising from such cancellation. The shall not be lable for any loss or atmage thousand that the Customer cancels the deliver of Services the Customer shall be profits up to the time of cancellation. Privacy Act 1888 The Customer agrees for Killarney Autos to obtain from a credit reporting body (CRB) a credit report containing necessal credit information (*e.o.* name address D.O.B. **14.** 14.1

- 14.2
- 14.3
- 15. 15.1
- profits) up to the time of cancellation. Privacy Act 1983 The Customer agrees for Killarney Autos to obtain from a credit reporting body (CRB) a credit report containing, personal credit information (e.g., name, address, D.O.B, occupation, previous credit applications, credit history) about the Customer in relation to credit provider and with related body corporates for the following purposes: (i) to notify other credit providers of a default by the Customer; and/or (c) to exchange information with other credit providers, and/or (c) to exchange information with other credit providers, and/or (c) to exchange information with other credit providers, and/or (c) to exchange information with other credit providers; and/or (c) to exchange information with other credit providers; and/or (c) to exchange information with other credit providers; and/or (c) to exchange information with other credit providers; and/or (c) to exchange information encoder exchange information encoder (c) to exchange information encoder exchange information provided may be used and retained by Killarney Autos for the following purposes (and for other agreed purposes or required by Killarney Autos for the following purposes (and for other agreed purposes or required by Killarney Autos for the following purposes (and for other agreed purposes) or required by Killarney Autos for the following purposes (and for other agreed purposes) or required by Killarney Autos for the following purposes (and for other agreed purposes) or required by Killarney Autos for the following purposes (and for other agreed purposes) or required by Killarney Autos for the following purposes (and for other agreed purposes) or required by Killarney Autos for the following purposes (and for other agreed purposes) or required by Killarney Autos for the following purposes (and for other agreed purposes) or required by Killarney Autos for the following purposes (and for other agreed purposes) or required by Killarey Autos for the following purposes (a 15.2

bi): (a) the provision of Goods; and/or (b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods; and/or recuested by the Customer; and/or recuested by the Customer; and/or recuested by the Customer; and/or relation to the Goods; Killamed) and the customer is a customer to a CRB for the following numbers:

amey Aufos may give information about the Customer to a CRB for the following propess: to obtain a consumer credit report; allow the CRB to create or maritain a credit information file about the Customer including credit history. personal information as outlined in 15. Tabove; customer: customer: whether the credit provider and that Killamey Autos is a current credit provider to the Customer: details concerning the Customer's application for credit or commercial credit (e.g. date of commencement/termination to the credit account and the amount requested); advice of consumer credit, advice of consumer credit defaults, overdue accounts, loan repayments or outslanding advices of consumer credit defaults, overdue accounts and the amount requested); advice of consumer credit defaults, overdue accounts, loan repayments or outslanding advices of the new overdue by more than skyl (b0) days and for which written notice for request of payment has been made and tebt recovery action commenced by Autos has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments); information that, in the opinion of Killamey Autos, the Customer has committed avaive that the amount of the Customer's overdue payment is equal to or more than one hundred and tifty dolars (S160).

(h) across that the almount of the UsBomer's overoue payment is equal to of more rinal the Customer shall have the night to request (by e-mail) from Killiamey Autos: (a) a copy of the information about the Customer retained by Killiamey Autos and the right to request that Killiamey Autos and the right or expected that Killiamey Autos and the right or expected that Killiamey Autos and the right of the right and the right and the right of the right and the right of the right and the right of the right of

Loan Venices Loan Vehicles shall at all times remain the property of Killarney Autos and are returnable on demand by Killarney Autos. The Loan Vehicle may only be driven during the period of loan by the Customer or any other person that Killarney Autos agrees may drive the Loan Vehicle and then only if they hold a current driver's licence agroproteits for the Loan Vehicle the time when they are

Ine customer shall;
(a) ensure that all reasonable care is taken in handling and parking the Loan Vehicle and that it is left securely locked when not in use.
(b) keep the Loan Vehicle in the Vehicle by any third party.
(c) not alter or make any additions to the Loan Vehicle including but without limitation altering, make any additions to the Loan Vehicle or rin any identifying mark, plate or number on or in the Loan Vehicle or in any other manner interfere with the Loan Vehicle.

number on or in the Loan Vehicle or in any other manner interfere with the Loan Vehicle. (d) keep the Loan Vehicle, complete with all parts and accessories, clean and in good order as delivered, and shall comply with any maintenance schedule as advised by Killarney Autos to the Customer. In the event that the Loan Vehicle is not returned in clean condition then Killarney Autos reserves the right to charge the Customer for all costs Killarney Autos iscurs in cleaning the Loan Vehicle. The Customer acknowledges and agrees that they shall not be emitted to any form of then over the Loan Vehicle and further agrees that they shall not be entitled to any form of the nover the Loan Vehicle. The Customer shall be liable for any parking or traffic infringements, or related impoundment, Itowage and storage, and will supply all relevant delials as required by the Police (landor Killarney Autos) relating to any such parking or traffic hintingements or any the Customer wind the sargement accents that they kent la hold he killen customer be customer with the killen correct the they kent la hold he killen kent fullen the Killenceu

other offences. The Customer, by signing this agreement, accepts that they shall be liable to Killiamey, Autos for any loss of, or damage to, the Loan Vehicle and consequential loss to the full vettent of any insurance excess. (where applicable). In the event insurance is rendered invalid by any action of the Customer then the Customer shall be liable to Killiamey Autos for the full cost for pairing or registioning the Loan Vehicle (whichever is the lesser). Any excess applied (plus GST) shall be for each and every claim. Window glass damage or breakton eaks carries a semante evenes.

Any excess applied (plus 'GST) shall be for each and every claim. Window (Beser), Unpaid Selier's Rights Where the Customer has left any item with Killarney Autos for repair, modification, exchange of ror Killarney Autos to perform any other service in relation to the item and Killarney Autos has not received or been tendered the whole of any monies owing to it by the Customer, Killarney Autos shall have, until all monies owing to Killarney Autos (a) in engite the tellar or set and the service in relation to the item and Killarney Autos has not received or been tendered the whole of any monies owing to it by (b) the right to relation or set the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods. The lein of Killarney Autos shill continue despite the commencement of proceedings, or judgment for any monies owing to Killarney Autos having been obtained against the Customer.

judgment for any momes owing to remove, General The failed as verifier of the provision of these terms and conditions shall not the failed as verifier of the provision of or that lifet that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, vold, lifegal or unenforceable the validity, existence, tegality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired. These terms and conditions and any contract to which they apply shall be governed by the laws of the state in which Killamey Autos has its principal place of business, and are valued to the state in which Killamey Autos has its principal place of business, and are valued to the state in which Killamey Autos has its principal place of business. In the event of any breach of this contract by Killamey Autos the remedies of the Customer Shall be limited to damages which under no circumstance shall exceed the Price of the Goods.

shall be limited to damages which under no circumstances shall exceed the Price of the Goods. Killarney Autos may licence and/or assign all or any part of its rights and/or obligations under this contract without the Customer's consent. The second se

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driving it. The Customer shall;

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