

Formation of agreement

1. These Terms and Conditions govern the purchase of tyres (**Tyres**) and/or the performance of tyre fitment, wheel balancing, rotation and alignment, tyre puncture repair and/or any other services (**Services**) by Tyres4U Pty Limited as trustee for the TWA Trust (ABN 60 455 036 246) trading as RAA Tyres of Level 3, 157 Walker St, North Sydney, NSW 2059 (**RAA Tyres/Tyres4U/our/we/us**) ordered through the tyres.raa.com.au website (**Website**).
2. The Services will be performed at an RAA Approved Repairer (Tyres) location of your choice (**Service Centre**). The Services are performed by each Service Centre as a contractor for Tyres4U and you have no obligation to make any payment direct to a Service Centre, except in respect of Additional Services.

Online Bookings

3. You may make an online booking for Tyres and Services through the Website (**Booking**).
4. Bookings include those made directly by you through the Website and those made with assistance of RAA Tyres on your instructions.
5. By making a Booking you:
 - 5.1. acknowledge that your Booking is governed by these Terms and Conditions;
 - 5.2. acknowledge that your Booking is treated as an express intention to purchase the nominated Tyres and/or Services for the agreed online price (**Price**); and
 - 5.3. agree to deliver your vehicle to the Service Centre you have nominated for the Services to be performed on the date and time specified on the Booking.
6. The tyres ordered in your Booking will be delivered to the Service Centre nominated in your booking prior to the scheduled date and time of Service.
7. We reserve the right to amend a Booking after a full assessment of your vehicle when you attend our Service Centre, as applicable. If we need to amend a Booking, we will obtain your consent before commencing any work.
8. We will carry out the Services and provide Tyres as specified in your Booking.
9. If, during the performance of the Services at a Service Centre, the Service Provider discovers that additional Services and/or tyres and/or parts are required (**Additional Work**):
 - 9.1. they will notify you of the Additional Work required; and
 - 9.2. you may elect to have all or part of the Additional Work performed.

10. RAA Tyres reserves the right to refuse to perform the Services and/or Additional Work for any reason.
11. The Service Provider will notify you of any special conditions that apply to your Booking in addition to these Terms and Conditions.

Amending your Booking

12. You may modify the Services included in the Booking until 24 hours prior to your booking time by calling RAA Tyres on 1800 722 668 subject to lead times.
13. You may reschedule the time or date of a Booking prior to your booking time by calling RAA Tyres on 1800 722 668, subject to availability and lead times.

Accuracy of Information

14. Care has been taken to ensure that the information on the Website is accurate. We do not, however, promise or represent that it is accurate or free from errors or omissions and we reserve the right to make any necessary corrections. You should enquire with us directly to ensure the accuracy and currency of any material you seek to rely upon.

Price

15. The Price specified in a Booking includes GST (as defined in the A New Tax System (Goods and Deliverables Tax) Act 1999 (Cth)).
16. We reserve the right to alter the agreed Price if an incorrect Price was caused by a software fault, error or malicious attack.
17. If Tyres are included in a Booking, the Price includes the supply of the Tyres, fitment, balancing and the cost of disposal of any tyre replaced by a Tyre supplied by us.
18. The Price specified in a Booking does not include alignment of wheels unless the alignment of wheels is identified as an additional item within the Booking.

Payment

19. Subject to clause 21, you must pay for Tyres and Services in full on the Website when you make a Booking. Payments will not be accepted by the Service Centre.
20. No surcharges apply to payments made by credit card on the Website.

Refunds and Cancellations

21. You may cancel your Booking until 24 hours prior to your booking time by calling us on 1800 722 668.
22. If you cancel your Booking in accordance with clause 22, we will refund any payment received by you to the same credit card used for payment.

Storage and Disposal of Uncollected Vehicles

23. If we exercise a lien over the vehicle or if you do not collect the vehicle within 2 days from the time it is ready for collection a vehicle storage fee of \$25.00 per day will apply.
24. If we cannot contact you using reasonable efforts, or you do not collect the vehicle or discharge any lien we hold over the vehicle belonging to you, within 3 months from the time the vehicle is ready for collection we are entitled to sell or dispose of the vehicle by any reasonable method at your expense without any further notice to you. We will apply the proceeds of the sale or disposal of the vehicle to the sums you owe us and return the balance to you. If the proceeds received from the sale or disposal of the vehicle are not sufficient to discharge the amounts you owe us, the outstanding amounts will be owed by you to us as a debt. After such sale or disposal of the vehicle we will be discharged from any liability whatsoever in respect of the vehicle.

ACL Warranties

25. The Tyres and Services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Services, you are entitled:
 - 25.1. to cancel your service contract with us; and
 - 25.2. to a refund for the unused portion, or to compensation for its reduced value.
26. You are also entitled to choose a refund or replacement for major failures with Tyres. If a failure with the Tyres or a Service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the Tyres and to cancel the contract for the Service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the Tyres or Service.

Tyres Warranty

27. In addition to the rights you have under the Australian Consumer Law, our products have a warranty covering any manufacturing defect from date of manufacture for a period of up to 5 years depending on the manufacturer. If the Tyre is deemed to have a manufacturing fault it will be replaced on a Pro Rata basis according to the manufacturer's policy, from date of manufacture (**Tyres Warranty**).

28. The Tyres Warranty does not apply to:
- 28.1. your failure to properly maintain and use or operate a Tyre or the vehicle the Tyres are fitted to, in accordance with the manufacturer's recommendations;
 - 28.2. your failure to carry out any repairs recommended by RAA Tyres, either verbally or in writing;
 - 28.3. repairs improperly performed or parts improperly installed by any person other than a Service Centre listed on the Website; and
 - 28.4. deterioration of a Tyre due to fair wear and tear or any environmental conditions such as salt, hail, windstorm, lightning or flood.

Warranty Claim Procedure

29. To make a warranty claim, call us on 1800 722 668. You may need to take your vehicle or your defective Tyre, as applicable, to one of the Service Centres.
30. You are responsible for any reasonably foreseeable expenses you incur in making a warranty claim.
31. A warranty claim will not be honoured unless you provide proof of purchase (e.g. invoice) and return the Tyre for inspection.

Limitation of Liability

32. To the maximum extent permitted by law and subject always to the Australian Consumer Law, RAA Tyres:
- 32.1. limits its liability for a breach of these Terms and Conditions, at its election, to the re-performance of the Services and/or re-supply of the Tyres or the cost of having the Services re-performed and/or the Tyres re-supplied by a third party; and
 - 32.2. excludes liability for any loss of profit, loss of revenue, loss of data and loss of goodwill.

Privacy

33. We collect your personal information to provide you with the Services and to enable you to make online bookings. We may have to disclose your personal information to third parties who assist with the provision of the Services. We may disclose your personal information to The Royal Automobile Club of South Australia (ABN 90 020 001 807) ("the Club") and its related bodies corporate for the purposes of administering the licensing agreement between us and the Club, for marketing other products, benefits and services, and for other related purposes. If you don't provide the information requested, we may not be able to sell or repair your Tyres and provide the Services.

34. You may request access to the information collected by contacting us on:
RAA Tyres
Tyres4U Pty Limited as trustee for the TWA Trust
Level 3, 157 Walker St
North Sydney, NSW 2059
Contact 1800 722 668
35. We will comply with all applicable Privacy Laws (including the Privacy Act 1988 (Cth)) and such other data protection laws as may be in force from time to time which regulate the handling of personal information, as if it were regulated by these laws.

General

36. We may subcontract some or all of the Services.
37. The trademark "RAA" is used by us under licence from the Club. The Club shall not be a party to any transaction with you in connection with the subject matter of these Terms and Conditions, does not sell the Tyres or provide the Services, and does not guarantee our performance.
38. The laws of South Australia govern these Terms and Conditions.
39. If you have a complaint in respect of any Tyres or Services, please contact us on 1800 722 668. We should be given the opportunity to inspect your vehicle or your tyres, as applicable, and may need to do so to deal with your complaint.
40. A term or part of a term contained in these Terms and Conditions that is illegal or unenforceable may be severed from the terms and the remaining terms or parts of the terms continue in force.
41. Any notice required to be served on a party may be served personally, sent by email or letter addressed to that party at the party's address specified in the Booking.