

PDS Vehicle Inspections Terms and Conditions 2023

1. General Effective from 1st July 2023

1.1. PDS Vehicle Inspections (ABN 80 476 413 808). These Terms and Conditions form the basis of the agreement between you (the purchaser of the Mobile Vehicle Inspection) and PDS Vehicle Inspections for your Mobile Vehicle Inspection. By booking a vehicle for a PDS Mobile Vehicle Inspection, you accept these Terms and Conditions.

1.2. These Terms and Conditions may be varied by PDS 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 a PDS Mobile Vehicle Inspection. By accessing or using the PDS Web site, you agree to the terms and conditions and online Privacy Policy, as outlined below. If you do not agree to these terms, please do not access or use this site.

You should contact us if you have any questions or do not understand any parts of our terms and conditions or our privacy policy.

2. Interpretation

2.1. The following definitions apply unless the context requires otherwise.

2.2. Customer/ You/Buyer means the person who ordered and paid for an Inspection Report

2.3. PDS Vehicle Inspections / We / Our / Us means PDS Vehicle Inspections ABN 80 476 413 808.

PDS Vehicle Inspections are Licenced Motor Vehicle Repairers holding;

Motor Vehicle Repair Licence number MVRL 51916 issued by Fair Trading NSW

In the class of "Mobile Workshop"

Vehicle registration Number CPX59K

Our inspector is a licenced Motor Mechanic with panel beating, vehicle painting and car restoration experience with over 25 year's experience.

2.4. Inspected Vehicle means the vehicle nominated by you to undergo a Mobile Vehicle Inspection by PDS Vehicle Inspections.

2.5. Inspection Report means the written/electronic report produced by the vehicle inspector as part of the Mobile Vehicle Inspection conducted PDS Vehicle Inspections.

2.6. Mobile Vehicle Inspection means the PDS Vehicle Inspection service provided to the Customer in accordance with these Terms and Conditions.

2.7. Vehicle Technical Systems means the automatic or computerised operating systems fitted in vehicles, which may be controlled by microprocessors. These include but are not limited to engine management systems, fuel systems, ignition systems, climate control systems, audio and /or visual entertainment systems, satellite navigations systems, active and self-levelling suspensions, gearboxes, turbo-chargers and superchargers, anti-lock braking systems, traction control, lane

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position monitoring systems, reverse parking systems, collision avoidance systems and vehicle immobilisers and any other system fitted to the vehicle.

2.8. The headings used in these terms are for convenience only and shall not affect the interpretation of their contents.

2.9 PDS means PDS Vehicle Inspections ABN 80 476 413 808.

3. Our Inspection

3.1. Our Inspection Report of the type purchased (Premium – Mechanical Only – End of Warranty – Finance) will cover what is included in the particular inspection which may include the vehicle's exterior paint condition, previous panel or paint repairs which can be the result of accident damage, storm damage, hail damage, flood damage or cosmetic touch up paint, chassis rust or corrosion if visible, interior condition and operation of accessories which may include air conditioning, heating, venting, gauges, dash, seats, water damage if visible, engine compartment and accessories which include electrical and lighting, fuel and cooling systems, tyres and wheels, diagnostic scanning of all computer systems when possible, body which may include doors, windows, windcreens, sunroofs, convertible roofs, locks, seals, some brake components that are visible which may include brake discs, brake pads, brake lines, (drum brake shoes, wheel cylinders are not usually visible but leaks can be seen if visible), under body condition, exhaust systems and driveline components such as driveshaft's, tail shafts when visible, gearboxes, 4WD transfer cases, differentials, steering components that are visible, suspension components when visible as well as taking the vehicle on a road test using visual observations, listening for abnormal noises (within the speed limits of testing area) and the way the vehicle feels and handles when driving. Road tests may detect problems that require a further diagnosis to determine the exact problem and can also lead to other problems masked by excessive noise of the vehicle being inspected. Some problems may occur at higher speeds which may not be noticeable during road tests at normal speed limits (higher speed testing may be available if requested but will incur a higher inspection fee for increased time of the inspection), photos only for vehicle validation as per finance inspection or an End of Warranty inspection for warrantable items. Any communication errors when attempting to use a scan tool will result in a car not being able to be scanned.

3.2. Mobile Vehicle Inspections are prepared from visual, sound, feel and external checks only and are limited to the parts and/or items specifically listed on the Inspection Report. A Mobile Vehicle Inspection does not involve dismantling or disturbing any structure, assembly, component or internal mechanism. PDS Vehicle Inspections inspectors use generally accepted methods of fault detection in carrying out inspections along with extensive experience, knowledge of common issues with some brands and types of vehicles but these methods will not necessarily identify all defects as some defects may not be apparent at time of inspection. Some previous defects or repairs may not always be visible so cannot be reported on if not visible. Engine covers, under body splash guards may also limit visual inspections and body/sound deadeners used for masking.

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3.3. PDS Vehicle Inspections does not offer Mobile Vehicle Inspections for motorbikes or heavy vehicles. Some light commercial vehicles/trucks/motor homes may be inspected on application at time of booking. Motorbikes and Boats for Finance Inspections only.

3.4. PDS Vehicle Inspections offers no guarantee that the person selling the vehicle (private sellers) or allowing the PDS vehicle inspection is the owner of the vehicle. We will endeavour to view documents and ask the seller if they are the owner, when possible, but it is the responsibility of the purchaser of the PDS Inspection report to confirm by way of identification that the seller is in fact the owner or has permission from the seller to sell the vehicle on the owner's behalf. It is up to the purchaser of the PDS inspection report to conduct a vehicle history check or arrange for PDS vehicle inspections to conduct a vehicle history check prior to purchase for finance, written off or stolen status or odometer wind backs.

We take no responsibility for information provided by a third party in regard to a PPSR report or to the correctness of the report.

3.5. PDS Vehicle Inspection inspectors carry a jumper/booster pack but do not jump start vehicles. If the owner/seller wants to jump start their car should the battery be flat, then they can do so. PDS Vehicle inspectors do not jump start cars with flat batteries the owner must do this. PDS takes no responsibility for damage incurred by the owner/seller of the vehicle being inspected. If the vehicle is unable to be started for conducting the inspection, then only a limited inspection can be conducted, and full payment is charged. The buyer should ensure the vehicle is in operational condition prior to booking a PDS Vehicle Inspection.

Buyers should note that jump starting some modern vehicles can cause major electrical damage to the numerous ECU's (computer) within the vehicle.

4. Exclusions

4.1. Without prejudice to paragraphs 3.1, 3.2 and 3.4, 3.5 above, the items we do not check are:

(a) oil and fuel consumption and or carbonisation of EGR/Intake systems around valves mainly on common rail diesel engines and DPF operational condition other than a computer scan indicating no faults.

(b) source of oil leaks; (unless obvious, oil leaks may require the washing down of leakage area for confirmation which we do not do).

From our past history of vehicle inspections there are those sellers who will wash a vehicle's engine down prior to inspection to hide or mask potential problems of oil leaks PDS can only give opinion as visual oil leaks present at time of inspection, other oils leaks may develop at a later time but there are some signs that our inspector will notice that may be evident of a "vehicle wash-down" and subsequently be noted on the PDS report if determined that a "wash down" has recently occurred.

(c) oil pump strainer for any build-up of sludge or oil pressure.

(d) engine cylinder compression (cylinder balance test by diagnostic equipment only on some vehicles), vehicle electrics and electronics using specific diagnostic equipment. Compression tests

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require the removal of the spark plugs which we do not do, and sellers don't generally allow this anyway.

(e) bodywork water leaks or their source.

(f) odometer correctness, cam belt condition or timing chain condition;

(g) brake components (such as linings, pads and contact surfaces) other than what is immediately visible and can be seen without dismantling anything;

(h) the life expectancy of exhaust systems, turbo or induction chargers, clutches or dual mass flywheels, sealed oil systems like transmissions, differentials unless a dipstick is fitted and not broken.

(i) brake fluid/clutch fluid contamination. Brake fluid will deteriorate over time and should be replaced as recommended by the vehicle manufacturer;

(j) operation of the cassette player, compact disc player, MP3 player, TV, DVD, Bluetooth or other in-car entertainment system; The owner may on occasion show the operation of these items to the PDS inspector if requested by the buyer. (Mainly interstate buyers or those who have not seen the vehicle as most buyers can test these items themselves)

(k) sound or radio reception;

(l) the operation of satellite navigation system, parking distance sensors, alarm systems or anti-theft devices; Some items may operate during the inspection but are not tested for the longevity of operation.

(m) the accuracy of in-car computer systems;

(n) exhaust emissions, decibel noise of exhaust, using gas analysing equipment, catalytic converters, LPG systems;

(o) air conditioning efficiency using specific diagnostic equipment; Temperature may be checked at idle but is no guarantee of efficiency when driving for periods of time on hot days.

(p) the habitation area of motor homes or campervan section of the vehicle;

(q) Vehicle Technical Systems;

(r) the quality of any previous repairs;

(s) non-standard vehicle accessories because of personal modifications or vehicles with modified suspension as to legal heights such as too low or suspension raising kits that may require an engineering certificate.

(t) clearance on the vehicle title for private sellers. (Motor Dealers guarantee vehicle title)

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(u) coolant ph condition (inspectors can determine by smell and colour of coolant condition) some cars require a particular type of coolant which is not checked for by the inspector as different manufactures have different specifications. Use of the incorrect coolant can damage an engine.

(v) body, mechanical or wind noise generated at speeds above area test speeds or prolonged driving conditions.

(x) chassis alignment or wheel tracking. Chassis dimensions or squareness are not measured for correctness. We do a "finger check" on some vehicles in regards to alignments.

(y) the condition of seats should seat covers be fitted or areas under the carpet or floor linings that are not visible. (we will try to "peel" seat covers up to see fabric/leather condition if possible)

4.2. Items listed in the PDS Inspection Report that are not reasonably accessible in the Inspected Vehicle will not be inspected. In such circumstances, we will be under no obligation to inspect and/or report on the part/item in question and will mark the relevant section of the Inspection Report accordingly.

4.3. The PDS Vehicle Inspection cannot provide a guarantee that the passenger or luggage compartments are watertight nor has leakage from windscreens, door seals or sunroofs. (there may be evidence which the inspector may notice that could indicate leaks and as such will be noted in the report)

4.4. The PDS Vehicle Inspection cannot provide any indication of any faults which might have become apparent had the vehicle been driven more than the legal speed reached or the distance travelled during any road test carried out within the speed limits as required by laws.

If you require a freeway or highway test then this should be asked for when booking. This may not always be practicable due to the vehicles location.

4.5. The PDS Vehicle Inspection does not guarantee that all or any of the components of the vehicle are original components which have been manufactured by the manufacturer of the vehicle.

4.6. The PDS Vehicle Inspection does not guarantee the authenticity of the registration, the kilometres (odometer), VIN number, the engine number, or the vehicle service history.

Service history should be checked by ringing or contacting the service workshops as stamped in the service history to validate that the vehicle has in fact been serviced and is genuine.

4.7. The PDS Vehicle Inspection does not check for any recall notices and you are recommended to check with the vehicle's manufacturer/dealer that the vehicle has not been subject to a recall notice. This should be done by using the VIN/Chassis Number and contacting the manufacturer or dealership related to make of vehicle.

4.8. The PDS Vehicle Inspection 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 PDS 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

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or present during the PDS Vehicle Inspection. We will endeavour to conduct the inspection with reasonable care and due diligence in a professional manner.

4.9. Please note that the life expectancy of an exhaust or clutch system is uncertain and difficult to predict. Without prejudice to paragraphs 3.1, 3.2 and 4.8 above, the fact that such items have not been identified as faulty on the Inspection Report does not, and should not be taken to imply that such a system will have a continuing life expectancy from the time of the PDS Vehicle Inspection. Example: car (Manual) has done 120000kms is 5/6 years old but no evidence of a clutch being changed. One could expect a potential clutch replacement may be due even though it is still operational.

4.10. Regardless of the result of the PDS Vehicle Inspection or the contents of the Inspection Report, the PDS Vehicle Inspection does not guarantee that the vehicle inspected would pass a Roads and Maritime Services inspection (NSW) or roadworthy inspections in other states. What may be acceptable by the RMS as to road worthy in NSW may differ to interstate registration standards.

4.11. You understand that the PDS Vehicle Inspection report does not constitute, and should not be construed as a recommendation to purchase or not purchase a vehicle. The decision to purchase a vehicle is your own to make having regard to such matters as you consider relevant. We will endeavour to advise of potential problems and estimates of potential repairs but these are a guide and should not be construed as being correct as prices can vary from repairer to repairer. You should seek estimates and quotes from a licenced mechanical repairer or panel beater prior to the purchase of the vehicle from information contained in the PDS vehicle inspection report.

We may give an opinion if asked as to whether we would purchase the vehicle by considering the current condition and repairs that may be required as to whether the vehicle is a viable proposition.

4.12. 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 require more frequent repairs and servicing than more modern vehicles, these and other disadvantages in owning such a vehicle must be understood and accepted by you. We will endeavour to explain potential problems and make notes in the inspection report of potential costs should the vehicle be purchased but provide no guarantee. You should ask for any clarification if you do not understand and obtain quotes from your mechanic/panel beater prior to purchase.

4.13 PDS Vehicle Inspectors do not check items fitted or optioned to a particular model or any options that may relate to a particular badge that come from the factory. This should be clarified by the customer as to the vehicle they are purchasing. Example; are the alloy wheels standard for that model. We check the condition only of parts fitted. We may check for a particular item if requested to do so by the customer. PDS Vehicle Inspections checks the condition of the vehicle not the options available. Ask the seller if it has a particular option fitted.

If you are after a vehicle with particular options then clarify this by using the vehicle model plate when selecting your vehicle for purchase.

4.14 Inspection locations are assessed and need to be OH&S compliant. Inspectors need to have room for jacking up vehicle. We do not conduct inspections on busy roads, hilly conditions or areas

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that would make a vehicle unstable and dangerous to inspect. To conduct a thorough vehicle inspection there must be an appropriate inspection area. PDS may consult with a seller prior to quoting on an inspection and may choose not to undertake the inspection if we feel that we cannot adequately inspect a vehicle due to vehicle location or weather conditions.

4.15 Wet or dirty vehicles will hide scratches marks and dents; we do not clean vehicles prior to inspection. We may on occasion with seller's permission chamois a wet vehicle but only if the vehicle is clean and to remove light rain water only. Customers should ensure the seller has cleaned the vehicle prior to vehicle inspection to ensure a complete paint and body inspection can be done properly. If the vehicle is dirty we may be unable to fully check body condition.

The vehicle should also have enough fuel to conduct a road test.

4.16. Customers should indicate to sellers that the vehicle's engine should be cold and not started at the time of inspection to hear the vehicle on start up as there may be engine noises or smoke during a cold start not apparent after the vehicle has warmed up. We will not be responsible or liable for any issues or problem that may occur on a cold start if we can't test when vehicle's engine when it is cold. A warm engine in a vehicle can mask problems that may be apparent when cold.

5. Road testing

5.1. Road testing is carried out within the immediate area the vehicle's inspection location. If, due to circumstances outside of our reasonable control, the vehicle is deemed to be in unroadworthy condition, for example, the vehicle contains no oil and/or petrol, bald tyres or vehicle is unregistered, a road test will not be carried out at the time of inspection, the original fee shall remain fully payable and an additional fee may be payable at our reasonable discretion for any subsequent road test we are asked to undertake.

5.2. If it is the opinion of the vehicle inspector the vehicle is not road worthy or dangerous and unsafe to drive based on the inspection of vehicle components such as suspension, steering, tyres, brakes, faulty indicators or brake lights, engine, transmission, being unregistered or any other condition that may be deemed for the vehicle to be unsafe for a road tested there will be no road test conducted. The customer should (when possible) ensure that the vehicle to be inspected is registered and roadworthy at the time of booking.

A full inspection fee is still payable even if there is no road test.

5.3. PDS Vehicle Inspection inspectors must abide by the laws in NSW that relate to vehicle condition and being road worthy, the requirement for the vehicle to be registered for the purposes of a road test and abide by the speed limits in the area where the vehicle is inspected. If an extended road test is required, then this may incur an additional fee if the vehicle is required to be taken out of the area to higher speed limits. This will be quoted at time of booking.

5.4 Road testing of the vehicle in areas such as the inner-city areas may be limited due to traffic congestion conditions which are beyond PDS Vehicle Inspections control. Any parking fees, toll fees or difficult to access car parks will be considered when quoting.

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5.5. All wheel (AWD) drive vehicles cannot be checked for proper operation at the rear differentials under normal driving conditions as “so called all-wheel drive vehicles” are in fact only operational when the front wheels lose traction and the computer detects a different speed in the front drive shafts therefore all-wheel drive vehicles for most of the time only operate on the front drive system. Some all-wheel drives can be damaged due to variations of different tyre sizes which may have previously fitted so this is an unknown. The exception to this is a Subaru which has “constant all-wheel drive” so has continual all-wheel drive always engaged or any other vehicle having “constant (All Wheel Drive)

6. Fees and cancellations

6.1. Fees and charges must be paid at the time of booking the PDS Vehicle Inspection and or as close to the inspection day. This can be by internet transfer (Preferred Method) or VISA/MasterCard prior to the inspection with evidence provided that the payment has been made. GST Invoice available.

6.2. All fees and charges are subject to change without notice. However, we will update our fees and charges regularly in the information provided at the time of booking.

6.3. Prestige, Luxury, Imported cars, 4WD, SUV's, older collectable vehicles and or commercial vehicles require extra time to complete a PDS Vehicle Inspection or vehicles required to be inspected at short notice and as such may be subject to additional charges. The additional charges will be identified and notified to you prior to the PDS Vehicle Inspection at the time of booking. The location may also be considered. After hours or before hours inspections will also be considered when quoting for a PDS Vehicle Inspection given peak hour traffic and extended travel time.

6.4. We reserve the right to refuse to undertake an inspection or report on any vehicle and we do not do all vehicle types or attend all locations. From our experience, bad locations DO NOT allow for a proper inspection to be conducted such as inner city locations, busy roads or dangerous driveways. Or places with limited access to the vehicle

6.5. If you cancel the PDS Vehicle Inspection with more than 48 hours' notice, you will receive a full refund or a credit.

6.6. If you cancel the PDS Vehicle Inspection with less than 24 hours' notice, you will receive no refund but you may receive a credit for another inspection depending on time of cancellation.

We reserve a time and date for exclusively for your inspection which then prevents us booking someone else if cancelled at short notice by you. We understand that on occasion a seller may sell a car prior to an inspection in which we offer a credit for another vehicle inspection of the same type. Surcharges may apply if location and vehicle type differs from the original price.

You should ensure that the seller is available along with the vehicle to be inspected and you have left a deposit so the vehicle is available for us to inspect on the day and time arranged.

Customers should consider bad weather conditions or potential bad weather conditions prior to booking an inspection to ensure the vehicle can be inspected properly.

6.7. If you provide incorrect or incomplete information that prevents our inspector from carrying out the PDS Vehicle Inspection, you will be offered a credit which entitles you to rebook the PDS Vehicle

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Inspection. This re-booking offer shall be valid for 1 week from the date of the original booking and is NOT redeemable for a cash refund and will also incur a surcharge if the inspection varies from the original quote.

7. Complaints

7.1. In the event of a complaint or dissatisfaction please contact PDS Vehicle Inspections on 0430 187 186 or by email at pdsvehicleinspections@gmail.com and await our response.

7.2. No repairs should be carried out to a vehicle subject to a complaint to allow a PDS Inspector to carry out an assessment of the alleged complaint.

8. Matters outside our reasonable control will not be addressed.

8.1. We will not be liable for any delay in performing, or any failure to carry out a PDS Vehicle Inspection to the extent that such delay or failure results from events or circumstances outside our reasonable control.

9. Privacy statement

9.1. Collection of Personal Information

When you engage in certain activities on this site, you may be asked to provide certain information about yourself by filling out and submitting an online form. It is completely optional for you to engage in these activities. If you elect to engage in these activities, however, you may be required to provide personal information, such as your name, mailing address, e-mail address, phone numbers and other personal identifying information.

When you submit personal information, you understand and agree that PDS may transfer, store, and process your information within Australia.

PDS collects this information to record and support your participation and respond in the activities you select. PDS may also use information that you provide as part of our effort to keep you informed about product upgrades, exclusive offers, and other PDS products or services.

PDS will never sell or share your information with other companies or marketing businesses.

PDS Vehicle Inspections does not sell or disclose your personal information to any third parties unless required to do so by NSW Laws or other states laws.

The PDS Inspection report remains the property of PDS and a fee is charged for the reporting and supply of an inspection report that has been conducted to the customer who paid for the inspection.

We may use that report about a particular vehicle for other potential buyers of the same vehicle with removal of any personal details.

We will share the information of any inspection report with a third party (car dealer as an example for the purpose of repairs) or parties only with the permission of the purchaser of the inspection report in a form acceptable such as email or text message from the owner or phone number of the owner to validate the permission.

9.2. PDS Vehicle Inspections will not discuss the inspection report with the seller of the vehicle being inspected unless permission has been given to do so. This can be discussed with the inspector prior to the inspection as 9.1. It may be in the purchaser's interest to allow the PDS Vehicle Inspector to share problems or repairs that may be needed to a vehicle which may result in a different sale price of the vehicle with the seller.

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9.3 If the purchaser allows discussion with an owner/seller the vehicle condition or results of a PDS Vehicle Inspection report PDS Vehicle Inspections will not be responsible for the outcome should the owner/seller not decided to sell the vehicle to the purchaser.

If a seller terminates the inspection the full fee is still payable.

9.4. PDS Vehicle Inspections does not negotiate a sale price on your behalf or take any commissions from a seller we are independent and give a report on the vehicle condition only.

10. Liability

10.1. Certain State and Commonwealth legislation, including the Competition and Consumer Act 2010 (Cth), imply warranties or conditions or impose obligations which cannot be excluded, restricted or modified except to a limited extent. 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.

10.2. 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: (a) in the case of services supplied or offered by us: (i) the re-supply of those services; or (ii) the payment of the cost of having those services re-supplied.

10.3. To the maximum extent permitted by law, we will not be liable to you or any third parties for any claim (whether that claim arises in contract, tort (including negligence) or statute) for any loss (including loss of profits or special, indirect, incidental or consequential loss), damage, injury or death to any person or property arising out of or relating to the products sold by us or the services performed by us.

10.4. Should person buy a vehicle based on our report the buyer should be clear with the seller on the terms of the sale. The buyer should discuss with the seller that once a deposit is left then the vehicle should not be further used or ask the seller if they will continue to use the vehicle up until such time full payment has been received by the seller. During this time a vehicle can be damaged, develop mechanical problems and parts or accessories can changed/swapped which PDS Vehicle Inspections are not responsible for.

The buyer should check the vehicle condition against the report prior to purchase and retest drive the vehicle before handing over any money if the seller has been using the car.

The PDS Inspection report is only valid at the time of inspection.

11. Statutory Warranty

11.1. Our services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a refund for the service PDS provides and are also entitled to have the services reformed if the services fail to be of acceptable quality and the failure does not amount to a major failure are in addition to other rights and remedies under a law in relation to the goods and services.

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12. Registration of your vehicle for owner Inspections.

12.1 You understand that driving an unregistered vehicle is illegal and warrant that your vehicle is registered in accordance with New South Wales 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.

12.2 Where you have notified us in accordance with clause 12.1 that your vehicle is unregistered you agree we will not be able to undertake a road test of that vehicle and the full inspection fee may be payable.

12.3 A car history report is required for interstate vehicles to ensure the vehicle being tested is in fact registered, this cost is extra to the PDS report purchasers cost as we cannot drive unregistered vehicles.

13. Severability

13.1. A term or part of a term of these Terms and Conditions that is illegal or unenforceable may be severed from these Terms and Conditions and the remaining terms or parts of the terms continue in force.

14. Governing law and jurisdiction

14.1. These Terms and Conditions are governed by the law of New South Wales.

14.2. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.