

Busted Knuckle Pty Ltd ACN 662 574 030 trading as Ol' School Garage
Terms and Conditions of Service

These terms and conditions, together with the Quotation to which these Conditions are attached or in which these Conditions are referred, together make up a legally binding agreement (**Conditions**) between Busted Knuckle Pty Ltd ACN 662 574 030 trading as Ol' School Garage AND the person(s) or company named as the Customer in the Quotation.

1. Definitions

In these Conditions:

Customer	means	the Customer named in the Quotation.
Customer Address	means	means the postal address and email address for the Customer provided in the Quotation, any other address (electronic or otherwise) provided to Ol' School Garage for the purpose of sending correspondence to the Customer, or the last known address of the Customer.
Conditions	means	these terms and conditions of service.
Daily Storage Fee	means	\$150.00 plus GST per calendar day.
Motor Vehicle	means	the Customer's motor vehicle noted in the Quotation.
Ol' School Garage	means	Busted Knuckle Pty Ltd ACN 662 574 030 trading as Ol' School Garage.
PPSA	means	the <i>Personal Property Securities Act 2009</i> (Cth).
Quotation	means	1. the document titled "Quotation" (as amended by any Variations); or 2. any other communication, order, invoice or proposal (written or otherwise), provided to the Customer by Ol' School Garage which details the Services to be provided to the Customer by Ol' School Garage.
Services	means	the motor vehicle restoration services provided by Ol' School Garage to the Customer, at the request of the Customer.
Tax Invoice	means	the document titled "Tax Invoice" provided by Ol' School Garage to the

Customer which details the charges for the Services.

Total Amount Owing means an amount to be paid by the Customer to Ol' School Garage for the provision of the Services and as specified in the Tax Invoice.

Variations means any variation to the Quotation, as set out in clauses 4(c) and 4(d) of these Conditions.

2. Acceptance

These Conditions may be accepted by the Customer doing any of the following:

- (a) signing the Quotation issued by Ol' School Garage in which the Conditions were attached or referred to; or
- (b) accepting a Quotation or proposal from Ol' School Garage after receiving notice of these Conditions.

3. Agreement to buy and sell

Ol' School Garage will provide Services and the Customer will use Services from Ol' School Garage pursuant to these Conditions and otherwise as set out or referred to in the Quotation.

4. Orders

- (a) The Customer may order Services by signing the Quotation or otherwise in any manner acceptable to Ol' School Garage. No order or other agreement will bind Ol' School Garage, unless accepted by Ol' School Garage.
- (b) Ol' School Garage, in its absolute discretion, may decline to accept any order for Services without providing a reason for doing so.
- (c) If the Customer requests or Ol' School Garage deems there to be a variation in the scope of the supply of the Services (e.g. as a result of specialised work required during the restoration process), then Ol' School Garage may (but is not obliged to) notify the Customer in writing of the variation, any price variation, associated delays and any other information Ol' School Garage deems relevant.
- (d) Ol' School Garage is not obliged to commence any Services associated with any Variation identified unless and until the Customer acknowledges and accepts in writing the Variation(s).

5. Provision of Services

- (a) If a date for provision of the Services is nominated by the Customer, Ol' School Garage will not be bound to provide the Services by that date unless it expressly agrees to do so in writing, in which case, it will be deemed to agree to use reasonable endeavours to complete the Services by the relevant date.

- (b) Ol' School Garage will be excused from (and not be liable in respect of) any failure to provide the Services which are contributed to by causes beyond its reasonable control. Delay in provision or completion shall not constitute a breach of these Conditions, nor will it affect any other provisions of these Conditions to Ol' School Garage's disadvantage.

6. Pricing, Quotations and payment

- (a) Ol' School Garage will issue a Tax Invoice every week to the Customer accompanied with weekly progress photographs and a job summary of work completed. The Customer agrees that a Tax Invoice sent to the Customer's Address (whether by post or email) is deemed to have been received by the Customer.
- (b) All consumables, parts and non-labour items are charged out with the weekly Tax Invoice, unless agreed otherwise.
- (c) All parts will be charged with a mark-up percentage determined by Ol' School Garage (in its discretion). Ol' School Garage is entitled to change such mark-up percentage from time to time without notice to the Customer.
- (d) The Customer must pay to Ol' School Garage without setoff or deduction the Total Amount Owing under the Tax Invoice within seven (7) days from the date of the Tax Invoice ("**Due Date**").
- (e) If money payable by the Customer is not paid by the Due Date, Ol' School Garage may (in its discretion) elect to deliver notice of non-payment to the Customer and upon delivery of any such notice of non-payment, interest will be payable by the Customer on any outstanding amount from (and including) the Due Date until the date of payment at the rate equivalent to 3% more than the business overdraft commercial interest rate of Ol' School Garage's principal bankers per annum.

7. Security and the Personal Property Securities Act 2009 (Cth)

- (a) The Customer hereby charges with payment of all monies due from the Customer to Ol' School Garage in respect of all the Customer's present and future beneficial interests in all of its real and personal property. The Customer acknowledges that Ol' School Garage will register the security interest created under these Conditions for purposes of the PPSA on the Personal Properties Securities Register.
- (b) The Customer waives the requirement of being given a verification statement pursuant to section 57 of the PPSA.

8. Default

- (a) In the event the Customer fails to comply with any of these Conditions, including but not limited to failure to make payment to Ol' School Garage by the Due Date ("**Default**"), the whole of any Total Amount Owing to Ol' School Garage will become immediately due and payable by the Customer to Ol' School Garage and Ol' School Garage (or its agent) may (in its discretion):
 - (i). refuse to supply the Customer with any further Services; and/or
 - (ii). terminate these Conditions; and/or
 - (iii). retain custody of the Customer's Motor Vehicle until the Total Amount Owing to Ol' School Garage is fully paid; and/or
 - (iv). Charge a Daily Storage Fee for the storage of the Motor Vehicle; and / or
 - (v). commence proceedings against the Customer for any monies owing to Ol' School Garage under these Conditions as a debt due and owing to Ol' School Garage.

9. Costs

The Customer agrees to pay all of Ol' School Garages costs, charges and expenses incurred due to the Customers default of these Conditions, including but not limited to, Ol' School Garages legal costs on the indemnity basis.

10. Abandoned Motor Vehicle

- (a) Ol' School Garage will notify the Customer in writing to collect the Motor Vehicle ("Collection Notice") when:
 - (i). the Services are completed; or
 - (ii). these conditions are terminated for whatever reason.
- (b) For the purposes of the Conditions, a Motor Vehicle is considered abandoned if Ol' School Garage does not receive any communication from the Customer within 10 business days of the date of the Collection Notice ("Abandonment Day").
- (c) The Customer hereby acknowledges and agrees that Ol' School Garage is entitled to charge the Daily Storage Fee from the Abandonment Day for each day when the Motor Vehicle remains at the business premises of Ol' School Garage.
- (d) If the Motor Vehicle remains at the business premises of Ol' School Garage for more than twenty-six (26) weeks after the Abandonment Date, the Customer hereby acknowledges and agrees that Ol' School Garage is entitled to contact the relevant government authorities to dispose of the Motor Vehicle in any manner as it sees fit, in compliance with requirements of authorities and all laws.

- (e) The Customer is liable for and indemnifies Ol' School Garage against all expenses, costs, liabilities and losses arising from or incurred in connection with the abandonment and storage of the Motor Vehicle.
- (f) The Customer acknowledges that Ol' School Garage is entitled to a repairers lien over the Motor Vehicle for the Total Amount Owed and agrees to charge in favour of Ol' School Garage all of its rights, title and interest in the Motor Vehicle with the repayment of the Total Amount Owed.

11. Termination of the Conditions

- (a) Without in any way derogating from the generality of clause 11(h), Ol' School Garage is entitled to terminate these Conditions:
 - (i) if the Customer fails to pay the Tax Invoice before the Due Date;
 - (ii) if the Customer fails to provide Ol' School Garage with adequate instructions;
 - (iii) if the Customer indicates that it has lost confidence in Ol' School Garage;
 - (iv) if Ol' School Garage becomes concerned about a conflict of interest affecting Ol' School Garage or any customers of Ol' School Garage; or
 - (v) if Ol' School Garage is of the reasonable opinion that:
 - A. the Services requested by the Customer are improper or unreasonable;
 - B. the Customer has provided misleading information;
 - C. the Customer has ignored or disobeyed Ol' School Garage's recommendations or reasonable requests, including failing to engage a professional and qualified vehicle engineer at Ol' School Garage's recommendation.
- (b) Except when the Conditions are terminated pursuant to clause 11(a)(i), Ol' School Garage will give the Customer at least seven (7) days' notice in writing of its intention to terminate the Conditions and the relevant grounds of the proposed termination,
- (c) If Ol' School Garage terminates the Conditions as provided in clause 11(a), it will render a Tax Invoice to the Customer for all Services completed and costs incurred up to and including the date of termination.
- (d) The Customer is entitled to terminate the Conditions by written notice ("**Customer Termination Notice**") to Ol' School Garage at any time.
- (e) If the Customer terminates the Conditions pursuant to clause 11(d), the Customer must:

- (i). pay all charges and expenses incurred by Ol' School Garage up to and including the date of termination; and
- (ii). subject to clause 11(f), pay a cancellation fee, being a reasonable estimate of direct loss suffered by Ol' School Garage as a result of the cancellation, charged at 100 hours labour at Ol' School Garage's hourly rate.

- (f) In the event that the Customer and Ol' School Garage has reached a mutual agreement to terminate the Conditions, Ol' School Garage will waive the requirement for the Customer to pay the cancellation fee referred to in clause 11(e)(ii).
- (g) For avoidance of doubt, the Motor Vehicle may only be collected by the Customer if all Tax Invoices and cancellation fees are fully paid by the Customer. The Customer must remove the Motor Vehicle from the business premises of Ol' School Garage at an agreed time or within seven (7) days of the date of termination.
- (h) Notwithstanding any other provisions herein, Ol' School Garage reserves its right to terminate the Conditions for any reason by giving the Customer ten (10) business days' written notice.

12. Warranties and Liability

- (a) These Conditions do not attempt to exclude, restrict or modify the application of any applicable laws of the Commonwealth State or Territory which cannot be excluded, restricted or modified.
- (b) Ol' School Garage will use due care and skill in providing the Services, but does not guarantee that they will be fault free.
- (c) The Customer acknowledges and agrees that to the extent permitted by law, Ol' School Garage will not be liable for, and the Customer releases Ol' School Garage in respect of, any claim, loss, cost, damage or expense (**Claim**) arising out of any act or omission of Ol' School Garage or its employees, officers or agents.
- (d) If the Customer has supplied any parts to the Motor Vehicle, the Customer acknowledges and agrees that Ol' School Garage will not be liable for, and the Customer releases Ol' School Garage in respect of:
 - (i) any warranty, claim, loss, cost, damage or expense arising out of or in connection with the parts supplied;
 - (ii) any labour required to subsequently fit, remove or repair the parts supplied.
- (e) Notwithstanding any of the above, the parties agree that Ol' School Garage will under no circumstances be liable to the Customer for any indirect or consequential loss, loss of income, profit or opportunity or for any contingent, consequential direct/indirect special, or punitive damages arising out of or in connection with these Conditions, at law or in equity.

- (f) To the extent permitted by law and unless otherwise expressly agreed, Ol' School Garage does not provide any, and expressly excludes all, warranties whether implied by statute or otherwise in respect of any Services.
- (g) If any provision of these Conditions is held to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation, it is to be severed so that the validity and enforceability of the remaining provisions are not affected.
- (h) The Customer may not transfer or assign any of its rights or obligations under these Conditions

13. Applicable Law

- (a) The parties expressly agree that these Conditions will be governed by and interpreted in accordance with the laws of Queensland.

14. Communication

- (a) To satisfy expectations of timely service, Ol' School Garage will communicate with the Customer through a range of methods, including by telephone, text message or email.
- (b) Ol' School Garage will provide the Customer with written progress reports and photographs, including the hours worked, costs incurred from the previous payment as well as potential upcoming costs that may be required to continue the build.
- (c) The Customer acknowledges that Ol' School Garage prefers to send information by email and unless the Customer instructs that it does not wish to receive information through a specific method, Ol' School Garage will assume that, by retaining it to work on the Motor Vehicle, the Consumer consents to Ol' School Garage communicating by email or other means.

15. Consent to use information

- (a) Ol' School Garage may use photography, videography and audio-recording of the jobs carried out (and of the Motor Vehicle) for marketing purpose. The Customer hereby consents to Ol' School Garage documenting the Services (and the Motor Vehicle) provided by photography, videography or audio-recording and permits Ol' School Garage to reproduce, adapt, and edit the recording as Ol' School Garage sees fit.
- (b) The Customer consents to Ol' School Garage making, using, retaining, sharing, exploiting the photography, videography or audio-recording of the Motor Vehicle in whole or in part in all media throughout the world and in perpetuity including for the purposes of publicity, advertising, sales and promotion and ancillary rights and uses.
- (c) The Customer acknowledge that they can take away their consent as provided under this clause 15 at any time. The Customer will inform Ol' School Garage by email, in person or over the phone if they no longer consent to Ol' School

Garage making, using, retaining, sharing or exploiting the photography, videography or audio-recording.

16. Customer's Warranties

- (a) The Customer warrants (at all times) that:
 - (i) it has never been under external administration or subject to the appointment of an external receiver or controller or entered into a deed of company arrangement and that it is solvent and able to pay its debts as and when they fall due;
 - (ii) it is not executing these Conditions as a result of or by reason of or in reliance upon any promise, representation, statement or information of any kind whatever given or offered to them by or on behalf of Ol' School Garage whether in answer to an enquiry or otherwise;
 - (iii) prior to the placement of any order for Services with Ol' School Garage, it has made its own independent enquiries and satisfied itself as to the design, quality and fitness for purpose of the Services and, to the extent permitted by law, the Customer is not relying on any warranty, promise or representation in relation to the Services, either expressly or impliedly given by Ol' School Garage.
- (b) The Customer hereby acknowledges that:
 - (i) in entering into these Conditions, Ol' School Garage relies upon the Customer's warranties (as provided by the Customer in clause 16(a) and upon any information supplied by the Customer to assist in the formation of the Quotation;
 - (ii) Ol' School Garage relies upon the representation that the person signing the Quotation has authority to do so on behalf of the Customer.

17. Goods and Services Tax (GST)

- (a) All amounts payable by the Customer under these Conditions are exclusive of GST. If GST is payable on any supply made by a party under or in connection with these Conditions, the consideration provided (or to be provided) for that supply will be increased by an amount equal to the GST liability properly incurred by the party making the supply and paid at the same time and in the same manner as the consideration.

18. Insurance

- (a) The Customer is encouraged to have the Motor Vehicle insured and provide the certificate of currency to Ol' School Garage.

Please contact Ol' School Garage by email at accounts@olschoolgarage.com.au for any queries or complaints.