

# Terms and Conditions

## Using this website

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This site is provided as an introduction to Launceston Toyota only, based on general information including that provided by third parties. Information given may change and some time may pass before this website can be updated in respect of all information affected. That being so Launceston Toyota does not guarantee or warrant that information on this website is accurate or complete and makes no representations or warranties of any kind, express or implied, as to the operation of the site or the information, content or details disclosed on this site.

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## Vehicle Information

The information, pictures, colours, and specifications contained within this website are presented as a general guide to the products and accessories offered by Launceston Toyota. Although every effort has been made to ensure that such information is correct and up to date, no warrant is provided that all such information is reliable, complete, accurate or without error. Therefore, Launceston Toyota does not accept liability for damages of any kind resulting from the access or use of this site and its contents.

## Pricing

The prices on vehicles and products on this website are in Australian dollars (AUD\$) and include GST unless otherwise stated.

## Copyright and Intellectual Property

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## Personal & Non Commercial Use Only

Data on this website are provided for your personal and non-commercial use only. You must not, without the written approval of Launceston Toyota:

Modify, copy, distribute, transmit, display, perform, reproduce, publish or license any data from this website;

Use or attempt to use any data published on this website to create any web site or publication;

**Mirror or frame any data published within this website;**

Use any automated process of any sort to query, access or copy any data on this website or generate or compile any document or database based on the data published on this website; or Transfer or sell any data offered on this website.

**Trademark**

All Trademarks displayed on this site are subject to the legal rights of Launceston Toyota or the other Trademark owners and the unauthorised use of any Trademark displayed on this site is strictly prohibited.

**Contracts**

This site may only be used for lawful purposes and Launceston Toyota reserves the right to deal or refuse to deal with any user. No contract will be made or deemed to be entered into unless confirmed in writing by Launceston Toyota.

**Instant, on-screen offers on this website**

**TERMS & CONDITIONS**

1. Preliminary matters

1. The valuation platform operated by Launceston Toyota ("we/ us/ our"). We operate a Pre-Owned vehicle valuation service via our Websites ("Valuation Platform"). The Valuation Platform allows people ("Users") to request a valuation on their Pre-Owned Vehicle ("Valuation Request") from us. Once a User has submitted a Valuation Request, including all required information, we will issue to the User a conditional value of the Pre-Owned Vehicle in accordance with clause 3 ("Online Value").
2. These terms and conditions form a contract between us and you for your access and use of the Valuation Platform ("Valuation Terms").
3. If you do not agree to these Valuation Terms, you must not use or access the Valuation Platform.
4. We reserve the right to amend these Valuation Terms from time to time without giving specific notice to you. We will publish the amended Valuation Terms on the Valuation Platform.
5. You should periodically review the Valuation Terms and, if you do not agree with any of the changes, you must cease using or accessing the Valuation Platform. By continuing to use the Valuation Platform, you will be deemed to have accepted the changes to the Valuation Terms.
6. We are a Licensed Motor Dealer.

2. Access

1. By accessing or using the Valuation Platform, and by clicking "I agree":
  1. you acknowledge that you have read, understood and agree to be bound by these Valuation Terms; and
  2. agree that these Valuation Terms will apply to all Valuation Requests and Online Values via the Valuation Platform.

2. The Valuation Platform is only available for use by people located in Australia. If you are not located in Australia, you must not use the Valuation Platform.
3. You must:
  1. comply with these Valuation Terms;
  2. provide all information requested by us; and
  3. describe the Pre-Owned Vehicle accurately.
  4. You should undertake your own investigations and enquiries to determine whether the Online Value is a reasonable price for the sale of the Pre-Owned Vehicle. You acknowledge that we are not making any recommendation to you in relation to any potential sale of the Pre-Owned Vehicle.
  5. By using the Valuation Platform, you warrant and represent to us that:
    1. you have attained the legal age to sell a vehicle in your applicable jurisdiction;
    2. you are located in Australia;
    3. any information that you submit (including all information about the Pre-Owned Vehicle, your name, contact number, email address and address) is truthful and accurate; and
    4. your use of the Valuation Platform and associated services does not violate any applicable laws or regulations.
  6. You are responsible for your own internet connection, telecommunications and data costs when accessing and using the Valuation Platform.
  7. We may, from time to time and without notice, make changes to the Valuation Platform (including adding or removing functions) or cease, interrupt or withdraw access to the Valuation Platform for any reason, including for upgrades and maintenance of the Valuation Platform.
3. Online Value
  1. You may apply to receive an Online Value for your Pre-Owned Vehicle by completing the Valuation Request on the Valuation Platform.
  2. By completing the Valuation Request and submitting it to us, you warrant that the Pre-Owned Vehicle:
    1. is in the condition warranted by you at the time of submitting the Valuation Request (i.e. Excellent Condition, Good Condition, or Poor Condition as set out and defined in clause 3(c));
    2. has an accurate odometer reading and/or record of distance or hours travelled;
    3. has a working odometer which has not been replaced;
    4. is less than ten years old and has travelled less than 150,000km;
    5. is not on the Written Off Vehicle Register (as maintained by the various Australian roads and licensing authorities.)
  3. A Pre-Owned Vehicle is deemed to be:
    1. in excellent condition if it has no Minor Defects and no Major Defects ("Excellent Condition");
    2. in good condition if it only has Minor Defects and has no Major Defects ("Good Condition");
    3. in poor condition if it has more than three Major Defects ("Poor Condition").
    4. By submitting the Valuation Request with respect to the Pre-Owned Vehicle, you further represent and warrant that:
      1. the warranties given in clause 3(b) are true and correct in respect of the Pre-Owned Vehicle ;
      2. you have full legal authority to sell the Pre-Owned Vehicle;
      3. you are the sole owner of the Pre-Owned Vehicle;

4. you have clear title to and the unfettered right to sell the Pre-Owned Vehicle and the Pre-Owned Vehicle is not subject to a security interest of any kind including without limitation under the Personal Property Security Act 2009 (Cth) (PPSA) which will not be released at or before the time of any sale or you have clear title to and the unfettered right to sell the Pre-Owned Vehicle subject to the release of a security interest under the PPSA no greater than the amount owing declared by you when requesting the Online Value via the Valuation Request.

4. Indicative offer

1. The Online Value is based solely upon the information you provide to us about the Pre-Owned Vehicle including the representations and warranties given by you pursuant to clauses 3(b) and 3(d). Within three days of receiving the Online Value, you may choose to submit the Pre-Owned Vehicle for a physical inspection at TWG Cars, provided that the information provided by you remains true and correct.
2. Our delivery of an Online Value to you on the Valuation Platform:
  1. is an invitation to treat only;
  2. is an indicative valuation only;
  3. is not an offer by us to purchase the Pre-Owned Vehicle from you; and
  4. does not form a legally binding agreement for the purchase of the Pre-Owned Vehicle by us from you.
3. (c) We must carry out a final physical inspection of the Pre-Owned Vehicle at Launceston Toyota before we will make a formal offer to purchase the Pre-Owned Vehicle. If we determine at the final physical inspection that the Pre-Owned Vehicle does not accord with the information provided by you in the Valuation Request or does not satisfy all of the representations and warranties given by you pursuant to clauses 3(b) and 3(d), or the Pre-Owned Vehicle presents in a condition with Appendix A "No Offer to Buy", we may advise you of the updated value of the Pre-Owned Vehicle (Final Trade-In Price).
4. We may in our absolute discretion:
  1. make an offer to you to purchase the Pre-Owned Vehicle, at either the Online Value or Final Trade-In Price (as applicable), on the terms set out in these Terms and Conditions, by delivering our Vendor's Statement to Motor Dealer contract to you ("Offer"); or
  2. withdraw the Offer before it is accepted by you in accordance with clause 4(e)(2).
5. You may, in your discretion:
  1. reject the Offer; or
  2. accept the Offer by confirming your acceptance of the Offer via the method made available by us ("Acceptance").
6. The Offer is valid for three days from the time it is communicated to you ("Offer Period").
7. During the Offer Period you must not drive more than 500 kilometres in the Pre-Owned Vehicle. If you do drive more than 500 kilometres during the Offer Period, we may withdraw the Offer.
8. If you accept the Offer, we will pay to you the applicable price as set out in the Offer in accordance with our Vendor's Statement to Motor Dealer contract.

9. In addition to the rights at clause 4(c), we reserve the right, in our absolute and sole discretion, not to offer to purchase the Pre-Owned Vehicle, at either the Final Trade-In Price or the Online Value or any other price, if at the time of hand-over, or during our final physical inspection of the Pre-Owned Vehicle, the Pre-Owned Vehicle does not match the description provided by you in the Valuation Request.
  10. Prior to the Pre-Owned Vehicle being accepted by us, you must provide us with:
    1. all of the Pre-Owned Vehicle's keys (master/s and copies);
    2. the Pre-Owned Vehicle's current registration certificate and proof of ownership documentation;
    3. the Pre-Owned Vehicle's service history, owners' manual and service books (if available);
    4. any accessories; and
    5. Your Drivers Licence
  11. You give us or our nominee the right to issue a recipient created tax invoice in respect of the Pre-Owned Vehicle.
  12. You acknowledge and agree that we may nominate a third party purchaser to complete the purchase of the Pre-Owned Vehicle. Where this occurs, any obligation of yours and any promise, warranty or indemnity provided by you under the Contract with respect to the Pre-Owned Vehicle is held by us on our own behalf and upon trust for the relevant third party purchaser of the Pre-Owned Vehicle. The existence of the trust established by this clause does not prevent us exercising any right under the Contract on our own behalf.
  13. Title in the Pre-Owned Vehicle transfers to us or to our nominee when the Final Trade-In Price is paid in accordance with Vendor's Statement to Motor Dealer contract.
5. Valuation Platform
1. To the extent permitted by law we give no warranty that the information on the Valuation Platform is accurate, complete or up-to-date.
  2. The Valuation Platform may use, or contain links to or display, the content of third parties ("Third Party Content"), including links to websites operated by other organisations and individuals ("Third Party Websites"). Third Party Content and Third Party Websites are not under our control. We do not endorse, approve or make any warranty or claim regarding Third Party Content, Third Party Websites or the products, services or information available on any Third Party Website, or in respect of the owner or operator of a Third Party Website or their conduct. If you use or rely upon Third Party Content or Third Party Websites, you do so solely at your own risk.
6. Intellectual Property
1. All material on the Valuation Platform, including the text, information, graphics, logos, design, layout, downloads and services ("Platform Content") is owned by or licensed to us and related entities.
  2. Trade marks Pre-Owned on the Valuation Platform to describe third parties and their products are trade marks of those third parties ("Third Party Trade Marks").
  3. You must not reproduce, transmit, adapt, distribute, sell, modify, publish or store:
    1. Platform Content or our trade marks for any purpose, other than with our prior written consent, or as permitted by law; or

2. the Third Party Trade Marks for any purpose, other than with the permission of the relevant third party or as permitted by law.
4. All of our rights and rights of our licensors are reserved.
5. We reserve the right to aggregate and analyse data that we collect through the operation of the Valuation Platform. This may include data that is uploaded, transmitted, posted and otherwise generated by users of the Valuation Platform. With this data, we may:
  1. create datasets that may be Pre-Owned for any purpose (including commercial purposes such as licensing or selling the datasets to third parties);
  2. use the data to identify and offer you vehicles and related services (as well as goods and services of our trusted partners) that we think you may be interested in; and
  3. use data analytics tools to produce data products for third parties such as reports, statistics and datasets for purposes including research and development, performance optimisation, system and

data security, and the development of data products such as industry benchmarks, trends and indices.

## 7. Acceptable Use

1. You must:
  1. only use the Valuation Platform in accordance with these Valuation Terms and only for legitimate purposes including browsing and requesting Valuation Requests. If you use the Valuation Platform in an unauthorised way, we may deny you access;
  2. not use the Valuation Platform in breach of any applicable laws or regulations;
  3. not use the Valuation Platform to send spam or unsolicited messages to other users or to harvest personal information and contact details of other Users;
  4. not frame or mirror any part of the Valuation Platform without our written authorisation; and
  5. not interfere with, disrupt, or create an undue burden on the Valuation Platform.
2. Without limiting the above, you must not and must not permit a third party to:
  1. use any method or process (including data scraping, web-bots, collection or accumulation tool, robot, spider or scripted responses) for the purpose of obtaining, processing, copying, replicating, distributing, reconfiguring, republishing, viewing, assessing, analysing, modifying or repackaging the Platform Content;
  2. circumvent, disable or otherwise interfere with security-related features of the Valuation Platform;
  3. use (or attempt to use) the Valuation Platform in an unauthorised manner to identify or discover pricing, the identity of any User, or any related business methodology or systems; or
  4. do anything which will or may damage, disrupt access to or interfere with the proper operation of the Valuation Platform, or upload or permit any virus or malicious code to adversely

affect the Valuation Platform or any associated equipment or data.

## 8. Indemnity and Liability

### General indemnity

1. You agree to indemnify us, on demand, against any claim, action, damage, loss, liability, cost, charge, expense or payment which we may pay, suffer, incur or are liable for, arising from or in connection with any act you do or cause to be done, in breach of these Valuation Terms.

### General limitation of liability

2. Nothing in these Valuation Terms is intended to have the effect of excluding any Consumer Guarantee that you may have under the Australian Consumer Law in schedule 2 of the Competition and Consumer Act 2010 (Cth) ("Australian Consumer Law") or any other applicable law that cannot be excluded, restricted or modified by agreement of the parties (collectively "Non-Excludable Rights").

3. Our liability to you for a breach of any Non-Excludable Right (other than a Non-Excludable Right that by law cannot be limited) is limited, at our option to any one of resupplying the services or paying the cost of supplying again, in respect of which the breach occurred, unless:

1. the goods or services supplied are goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption', as that expression is Used Vehicles in section 64A of the Australian Consumer Law;
2. it is not 'fair or reasonable' for us to rely on such limitation in accordance with section 64A(3) of the Australian Consumer Law; or
3. the relevant Consumer Guarantee is a guarantee pursuant to sections 51, 52 or 53 of the Australian Consumer Law.
4. The Valuation Platform and its contents and associated services and functionality are provided "as is". By accessing the Valuation Platform, you assume all risks associated with its use, including the risk that your computer, software or data may be damaged by any virus transmitted by the Valuation Platform or by any Third Party Content or Third Party Website. With the exception of any Consumer Guarantees that might apply, we exclude:
  1. any term, condition or warranty that may otherwise be implied into these Valuation Terms, including (but not limited to) any term, condition or warranty that:
    1. the Valuation Platform or any of its functions will be uninterrupted, available or error free;
    2. defects will be corrected; or
    3. the Valuation Platform or any server that makes it available is free of errors, viruses or malicious code;
    4. any liability due to any delay or unavailability of any part of the Valuation Platform, any of its functionality or associated services;
    5. any liability for Consequential Loss (including negligence),

arising out of or in connection with the Platform Content, the use or performance of this Valuation Platform or services provided by us via the Valuation Platform

5. Subject to 8(b), our liability to you as a user of the Valuation Platform is limited to the Online Value.

1. Warranties and Representations

1. The use of the Valuation Platform is at your own risk. The Valuation Platform and its content is provided to you on an "as is" and "as available" basis without warranty or representation of any kind.
2. We (including our affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors) do not make any express or implied representation or warranty about the Valuation Platform or its content.

1. General Provisions

### **Governing law**

These Valuation Terms are governed by the laws of Queensland, Australia and the parties agree to submit to the non-exclusive jurisdiction of the Courts of Queensland, Australia.

### **Privacy**

Our privacy policy, available on this web page, is incorporated by reference into these Valuation Terms. The Privacy Policy contains important information about how you can access and correct information we hold about you, how you can complain about a breach by us of the Australian Privacy Principles and how your complaint will be handled. We use the personal information you provide to contact you in relation to your Valuation Request. We may also collect personal information by conducting searches of databases including vehicle registers and the Personal Property Securities Register in order to verify the information you provide. Without this information, we may not be able to fulfil your Valuation Request, make an Offer or complete any transaction. We may disclose your personal information to service providers assisting us with our business operations, to any third-party purchaser of the Pre-Owned Vehicle and to the relevant vehicle registration agency for the purposes of processing any such transaction and recording the change of ownership. We do not generally disclose such personal information to third parties outside Australia.

### **Assignment**

We may assign or novate these Valuation Terms to a third party without your consent.

### **Entire agreement**

To the extent permitted by law, in relation to the subject matter of these Valuation Terms, these Valuation Terms embody the entire understanding of the parties, and constitutes the entire terms agreed on between the parties and supersedes any prior written or other agreement between the parties.

### **Severability**

If the whole or any part of a provision of these Valuation Terms is void, unenforceable or illegal it is severed. The remainder of these Valuation Terms continue to have full force and effect.

### **Contact**

If you have any queries regarding these Valuation Terms, please contact our Customer Care team.

## 2. Definitions and Interpretation

1. In these Valuation Terms, unless the context otherwise requires:
  1. Launceston Toyota Dealership includes the following dealerships: listed at <https://launceston-toyota.vercel.app/>
  2. Launceston Toyota means The Trustee For Kings Meadows Dealership Pty Ltd ATF Kings Meadows Dealership Unit Trust (ABN 17 413 517 758) and its respective related bodies corporate and related entities (as defined in the Corporations Act 2001(Cth)).
  3. Consequential Loss means loss or damage that is not direct or does not flow naturally from the relevant act or omission in breach of these Valuation Terms and includes, without limitation, loss of profits and loss of opportunity.
  4. Licensed Motor Dealer means we hold the following license: **6046**
  5. RedBook means Automotive Data Services Pty Ltd.
  6. Pre-Owned Vehicle means your existing car or other vehicle which you offer to us or our nominee;
  7. you, your means you as the User of the Valuation Platform.
  8. Websites means the websites operated by Launceston Toyota:
    1. <https://launceston-toyota.vercel.app/>
    2. In these Valuation Terms, except where the context otherwise requires:
      1. the singular includes the plural and vice versa, and a gender includes other genders;
      2. headings are for convenience only and do not affect interpretation or construction;
      3. another grammatical form of a defined word or expression has a corresponding meaning;
      4. a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
      5. a reference to 'A\$', '\$A', 'dollar' or '\$' is to Australian currency;
      6. a reference to a 'party' is to a party to these Valuation Terms, and a reference to a party to a document includes the party's officers, employees, executors, administrators, successors and permitted assigns and substitutes;
      7. a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
      8. the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
      9. a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of these Valuation Terms agreement or any part of it; and
      10. a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

## **Instant Price 'Inspection'**

### **Appendix A - "Passable Condition" Guide**

Conditional Quote Price Adjustments Affected area;

1. Exterior panel damage - scratches
  - o Adjustment amount: \$500

Material damage requiring complex repair heavy scratches over multiple panels

2. Lights
  - o \$500 per affected light

Cracked or smashed lights/indicators

3. Exterior panels Hail damage
  - o Adjustment Amount: Nil, \$500, POA
  - o 1-4 incidents
  - o 5 - 10 incidents
  - o >10 incidents - Hail (POA or dealer discretion)
4. Seats
  - o Adjustment amount: \$500

Wear and tear and staining to prominent areas Torn lumbar supports over 5cm

Collapsed (torn) lumbar supports

Missing prominent trim (levers, switches, side covers)

5. Trim/dash
  - o Adjustment amount: \$500

Wear and tear and staining to prominent areas Heavy scratching/scuffing to plastic trim (over 5cm)

Missing prominent trim (significant door trim, handles, prominent upper dash pieces) Non-removable stains to prominent areas

Holes/cracks in dash

6. Cargo Area Passenger
  - o Adjustment amount: \$500

Worn Carpet Torn Carpet

Scratched/scuffed trim Missing trim prices

7. Cargo area (commercial)
  - o Adjustment amount: \$1000

Surface rust in tray Damaged tonneau cover

Dents and scuffs to tub/lid/canopy

8. Engine and Road Test

- Where it is deemed that there are significant faults to cause vibration, noise, black smoke or other serious mechanical faults. Due to the uncertain nature of issues or damage to the engine or other mechanical aspects of the vehicles, chargeable items are deemed POA (dealer discretion).

Chargeable items

Motor Gearbox

Differential/s centre Transfer case

Steering rack/box assembly (not ends)

Bent or heavily corroded arms/suspension components Warning lights

Non- Chargeable items Bushes

Brakes Rack ends

Shock absorbers Struts

Springs Bearings Hubs

Axles

Drive shafts Uni joints

9. Underbody

Wheel Alignment/balancing Tyres (inc aftermarket 4x4 tyres) Exhaust

Gearbox/engine mounts Clutch

Belts (alternator, power steering etc)

- Adjustment Amount: Referral

Oil leaks that are dripping or forming a drip

10. Missing/ Inoperable Components

- Items are calculated at \$500 per instance unless otherwise stated Cargo blind

Parcel shelf Console lid Headrests Glove box lid Sun visors Speakers

Spare key

- Inoperable components

Sunroof (POA) Convertible roof (POA) DVD

GPS

Stereo/radio Power windows Power tailgates

Power sliding doors Power seats

11. Missing or Incomplete service history
  - Adjustment Amount: Referral

All vehicles with missing or incomplete service history are subject to valuation reduction

12. Damaged Rim

Adjustment Amount: \$500 Cracked Rim

13. Modifications that result in the vehicle being un-roadworthy or substantially reduce its value
  - Adjustment Amount: Referral
14. Structural Rust
  - Adjustment Amount: Referral
15. Vehicle on Written-off vehicle register
  - Adjustment Amount: Referral

## **Launceston Toyota Privacy Policy**

### **Do we disclose your personal information to anybody?**

Launceston Toyota may disclose your personal information in certain circumstances.

**For example:** Sometimes we are required or authorized by law to disclose your personal information. For example we may disclose your personal information during the registration or transfer of a vehicle, or to an insurance company transacting Compulsory Third Party insurance. We may also disclose your personal information to the Motor Vehicle Manufacturer or Distributor to ensure the proper registration of Warranty details for the protection of the customer's vehicle.

### **Ensuring your personal information is up to date**

Launceston Toyota upon the personal information we hold about you to efficiently conduct our business of providing motor vehicle sales and services. For this reason it is extremely important that the information we collect is accurate, complete and up to date.

During the course of our business relationship with you, we may ask you, from time to time to tell us of any changes to your personal information; however, you may wish to contact us at anytime to furnish us with changes to your circumstances.

### **Ensuring your personal information is up to date**

The protection of your personal information is a priority for Launceston Toyota.

We take all reasonable precautions to safeguard your personal information from loss, misuse, unauthorized access, modification or disclosure.

Launceston Toyota employs a number of means to protect your personal information including:

- Restricted access to personal information
- We enter into confidentiality agreements with employees, contractors and third party organizations
- Regular reviewing and testing of our technology in order to improve the levels of security

### **Can I access the personal information Launceston Toyota holds about me?**

You may request access to any of the personal information we hold about you.

In most cases, a summary of personal information such as your name and address details, contact telephone numbers are freely available to you by contacting any one of our branches.

All requests for access to personal information will be handled as quickly as possible and we shall endeavour to process any request for access within 30 days of having received the request. For requests for information which may be held in archives, a fee may be charged to cover the cost of retrieval and the supply of the information to you.

**Launceston Toyota may be required by law to retain your personal information for a period of time after you have finished a relationship with us. After the required time has passed, we will attend to the destruction or deletion of your personal information.**