

# Gil Auto Service & Maintenance

Abes Safer Brakes & Auto Services P/l

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Gil Sher A.M.I.A.M.E.

## TERMS AND LIMITATIONS

**IMPORTANT INFORMATION** Any person who relies upon this report does so acknowledging that the following clauses which define the Scope and Limitations of the inspection form an integral part of the report.

**DEFINITION:** In this agreement any reference to **Inspector** means Safer Brakes & Auto Services Pty Ltd trading as Gil – Auto Service & Maintenance.

**PRE-PAYMENT REQUIRED:** The Inspector is under no obligation to carry out the inspection prior to payment of the fee set out in Schedule 1.

**METHODS OF PAYMENT:** Cash and Electronic Funds Transfer (EFT). Credit cards. Cheques are not accepted.

**THIS IS A VISUAL INSPECTION ONLY** Visual Inspection is limited to those areas and sections of the vehicle to which reasonable access was available. The inspection **DOES NOT** include inspecting the structural components of the vehicle, including but not limited to the condition of the axle, chassis, struts or body parts or accident damage. The Inspector **CANNOT SEE** cracks on the underbody of the vehicle, latent defects in any component of the vehicle structural mechanical electrical or otherwise. The Inspector **DOES NOT** dismantle, remove or strip any part of the vehicle with exception of the wheels in order to visually inspect the brake pads. The Inspector **WILL NOT** remove wheels with lock nuts unless the appropriate key is provided.

## **ADDITIONAL ITEMS THAT ARE NOT CHECKED**

- Oil and fuel consumption
- Body Panels and Chassis for accident Damage / Repair, Water Leaks
- Source of any leaks if the surrounding areas are dirty
- Oil pump strainer for build-up of sludge
- Engine cylinder compression .. Optional Extra

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Signature .....Date / /

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- Radiator pressure testing .. Optional Extra
- The spare tyre
- Operation of cassette or compact disc players DVDs and radio and reception
- Sound systems
- Alarm Systems
- Navigation systems
- Air bag functionality
- Camshaft / timing belt condition. It is your responsibly to check the vehicle's log book to establish whether the timing belt was replaced as required by the manufacturer.
- We do not comment on the market price of the vehicle or whether it is fair value.
- Should there be a dispute about he accuracy of this report, the vehicle must be referred back to Gil-Auto before any repairs are commenced.

**SCOPE OF REPORT:** This report is reporting on specified items contained within the list in the schedule of this report, by visual inspection of those areas of the vehicle which contain the specified items contained within the list in the schedule, the specified items are only reported within the categories set out in the schedule to this report. The report does not cover items which are not specified in the schedule and cannot be seen by visual inspection only. The report does not cover latent defects in the vehicle.

**NO UNDERTAKING TO CARRY OUT REPAIRS:** The preparation and supply of this report, does not expressly or impliedly represent an undertaking by the Inspector to carry out any works identified in this report.

**LIMITATIONS:** Nothing contained in this report implies that any part of the vehicle outside the scope of the report or unable to be accessed by the Inspector, did not, or does not contain defects, problems or issues. Nothing contained in this report implies that there are not defects latent within the vehicle. Accordingly, this report is not a guarantee that apart from the defects, problems or issues raised in the report, the vehicle is free of defects latent or visible, issues or problems.

**DETERMINING EXTENT OF DAMAGE:** The report is NOT an exhaustive vehicle report. We claim no expertise in structural integrity of vehicles.

**DISCLAIMER:** This report has been provided for the individual/company in the schedule of this report only and may only be relied upon by that individual/company, subject to the terms and conditions set out below.

# Gil Auto Service & Maintenance

## 1. Exclusion of liability

The Inspector shall not be liable in any way for any direct, indirect or consequential loss, damage or expense (including legal costs) arising in any way out of:

- a) The failure of the report to notify any defect, damage, problem or issue with the vehicle present at or prior to the date of the report;
- b) That failure of the report to notify any latent defect in the vehicle present at or prior to the date of the report;
- c) Any negligent conduct or omission of Gil - Auto Service, including without limitation, the inspection of the vehicle and preparation of the report;
- d) Any implied conditions and warranties which relate to the supply or performance of services by Gil - Auto Service.

## 2. Certain liability not excluded

Any condition and/or warranties implied by statute or general law or custom which are applicable to any services performed or provided by the Inspector are hereby excluded except any implied condition or warranty the exclusion or limitation of which would contravene any statute (including the Trade Practices Act 1974 (Cth)) or cause any part of this disclaimer to be void (“**non-excludable condition**”).

## 3. Limitation of liability

The liability of the Inspector under any non-excludable condition shall be limited in the absolute discretion of the Inspector to:

- a) In the case of services, the supply of relevant services again or payment of the costs of having the relevant services supplied again; and
- b) In the case of goods, the repair or replacement of those goods or the payment of the cost of having those goods repaired or replaced.

## 4. Exclusions extended to agents

Every exclusion from or limitation of liability applicable to the Inspector extends to every officer, employee or agent of the inspector, and to any contractor engaged by the Inspector to perform or provide any services.

**DISCLAIMER OF LIABILITY TO THIRD PARTIES:** This report is made solely for the use and benefit of the individual/company named in the schedule to this report. No liability or responsibility whatsoever, in contract or in tort, is accepted

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Signature .....Date / /



# Gil Auto Service & Maintenance

Email Address upper case .....

Make of Vehicle .....

Model .....

Colour .....

**Credit Card Type**    Visa [ ]    Master [ ]

Number [ ][ ][ ][ ] [ ][ ][ ][ ] [ ][ ][ ][ ] [ ][ ][ ][ ]

Exp Date [ ][ ]/[ ][ ]

CSV [ ][ ][ ]

Amount \$ .....

## Electronic Funds Transfer

Signature .....

Date ...../...../.....

EFT Amount \$ .....

Safer Brakes Pty Ltd T/a Gil Auto Service & Maintenance

BSB 062-000 .....

Acnt 0017-4405 .....