

**STANDARD TERMS AND CONDITIONS OF SALE**  
**[Effective 01/02/2014]**

**INTERPRETATION**

1.1 The Sales Contract between Australian Auto Network Pty Ltd (T/A Travel Wheels) and You is made on the date shown on the Customer Sales Sheet that You have signed in respect of the Vehicle. **By signing the Customer Sales document, You accept that the Terms and Conditions make this an Australian contract and You will be bound by the Australian Law of the State in which this agreement is contracted. It overwrites any other contract form or contract taken in any other country.** Any changes to the Agreement may only be in writing and signed by You and an authorized Agent of Australian Auto Network Pty Ltd. Amendments to the Terms and Conditions will be effective immediately upon posting on the company's website ([www.travelwheels.com.au](http://www.travelwheels.com.au)). **You are responsible for ensuring You are familiar with the latest version.**

1.2 The following terms apply in these Terms and Conditions :

**'You' or 'Your'** refers to the person(s) with whom the Sales Agreement is made

**'Agent'** refers to all of Australian Auto Network's agents operating the business from locations across Australia

**'Authorised Driver'** means any person who is authorised by the Buyer to drive the purchased Vehicle and listed under any purchased insurance policy.

**'Claim'** means any demand, action or proceeding

**'Contract' or 'Agreement'** means any contract between Australian Auto Network Pty Ltd and the Purchaser for or in relation to the sale and purchase of the Vehicle and any goods

**'Customer Sales Sheet'** means the document issued by Australian Auto Network Pty Ltd that constitutes the sale contract between You and the company

**'Purchaser'** means the person who buys, or has agreed to buy any Vehicle or goods from Australian Auto Network Pty Ltd

**'Vehicle'** means the Vehicle described on the Customer Sales document (or any substitute Vehicle) and includes its parts, components, keys, remote opening devices and all accessories and contents supplied by Australian Auto Network Pty Ltd

**'Charges'** means the costs, fees and charges specified in the Customer Sales Sheet or payable under these Terms and Conditions

**'Deposit'** describes a non refundable holding fee for your Vehicle, payable at the day the Customer Sales Sheet is signed

**'Collection Costs'** means Australian Auto Network's cost of collecting outstanding charges from You (incl. legal costs), Administration fees as specified on the Customer Sales Sheet and in these Terms and conditions, as well as debt collection and recovery fees equal to 20% of all unpaid charges

**'Form 8'** provides specifications and details of any Vehicle older than ten (10) years, that has travelled more than 160.000km, is a commercial Vehicle or priced above the luxury car limit. Vehicles with Form 8 are not covered by statutory warranty and are sold with a Roadworthy Control test proving their roadworthiness

**'Cooling-off period'** describes a one day cooling-off period for motor cars purchased with a linked credit arrangement. This period is valid for purchases only, where the dealership arranges your loan for a car or supplies application forms for a credit provider

**'Underbody Damage'** means damage to the Vehicle caused by the Vehicle coming into contact with any thing below the bottom of the door seal and the bottom of the front and rear bumper bars

**FINANCIAL OBLIGATIONS, USE OF CREDIT CARD**

The following section informs You about financial obligations and the use of Your credit card. **It is your responsibility to ensure sufficient funds on the account associated to Your credit card, where payments are made by card. Please allow up to 7 working days for any international transaction.**

2.1 Australian Auto Network Pty Ltd offers You a range of options to pay for Your deposit and purchase consideration. Please inform Australian Auto Network Pty Ltd's sales staff on your preferred method to be able to assist You with the required information regarding applicable fees and required transaction times.

2.2 Deposit and Payment

You must pay to Australian Auto Network Pty Ltd:

- (a) unless otherwise agreed, a deposit of AU\$ 500 at the day of signing the Customer sales sheet on all purchases < AU\$ 6500, a Deposit of AU\$ 1000 on all purchases AU\$ 6500 to AU\$ 10.000 and a deposit of AU\$ 2000 on all purchases greater than AU\$ 10 000.
- (b) the full remaining balance of Your purchase consideration prior or on pick up day via Cash, Debit or Credit card (Visa or Master card only), national or international bank transfer
- (c) any additional amount you are liable to Australian Auto Network Pty Ltd under Your sales contract
- (d) any charge invoiced to you after Return of the Vehicle in course of a possible Buyback (eg. Charges for missing items, Administration fees).

2.3 Payment options

(a) **Cash payments and direct deposits**

Cash Payments are conducted in Australian Dollars only.

(b) **Card payments**

Card payments can be processed on Australian debit cards or national/international credit cards (Visa or Mastercard). All transactions are processed in Australian Dollars.

You acknowledge that:

- (I) a credit card surcharge of 3% applies to all credit card payments
- (II) it is your responsibility to ensure sufficient funds on Your cards and amend daily/weekly limits accordingly
- (III) no payments can be made via international debit cards or American Express or Diners

(c) **National and international bank transfer**

Australian Auto Network Pty Ltd offers You the option to pay via national or international bank transfer.

You acknowledge that:

- (I) it is Your responsibility to ensure the full purchase amount hits Australian Auto Network's account prior to Pick-up of your Vehicle. Any delay must be reported to Australian Auto network via [sales@travelwheels.com.au](mailto:sales@travelwheels.com.au)
- (II) international transaction fees must be considered and paid by You in full. Any discrepancy of the received AU\$ amount from the agreed purchase consideration is payable or refundable at pick-up day.
- (III) a printed version of your transaction receipt must be presented when picking up your Vehicle.

2.4 Failure to make payment

You acknowledge that:

- (a) in case You fail to pay for the agreed purchase consideration, Australian Auto Network Pty Ltd may treat the contract as repudiated by You , the purchaser, or may unless payment in full is made, suspend the delivery of the Vehicle without incurring any liability whatsoever to the purchaser in respect of thereof.
- (b) subject to these terms and conditions, Australian Auto Network Pty Ltd reserves the right to offer the Vehicle to other interested parties and open negotiations in all cases where You fail to pay for the agreed purchase consideration.

## DELIVERY OF THE VEHICLE AND RISK

You acknowledge that You are buying a used motor vehicle and whilst every effort is made to ensure the vehicle's operation is frictionless, mechanical problems may arise that are related to the extensive use, value or age of the vehicle. It is Your responsibility to exercise due diligence in the purchase process of any motor vehicle, and to advise the Seller of any special requirements. Australian Auto Network Pty Ltd will do its utmost to deliver Your Vehicle to the agreed location on the date and time stated on Your Customer Sales sheet. Please ensure Your contact details are updated at all times.

### 3.1 You acknowledge and agree that

- (a) Any time or date named and accepted by the company for the delivery and despatch of the Vehicle is an estimate only and does not constitute a condition of the contract
- (b) Unless otherwise informed, You must pick up Your vehicle in person at the time and on the date agreed on Your Customer Sales Sheet. Should You be unable to Pick up your Vehicle due to unforeseen circumstances or delays You must inform Australian Auto Network Pty via the free hotline on 1800 289 222 or per email to sales@travelwheels.com.au

### 3.2 Delivery

You acknowledge and agree that

- (a) You -and in case you are not licensed to drive the Vehicle, any authorised Driver- have to be present at pick up and hold a valid current licence to drive the Vehicle
- (b) should a foreign licence be in a language other than English, it must be accompanied by a current International Driving Permit (issued in the same country as the foreign licence) or by an accredited English translation
- (c) a valid Proof of Your NSW Address must be presented at Pick up day (Tenancy agreement, Accommodation invoice, Energy bill, bank statement showing your full name)
- (d) a vehicle despatch report will be completed upon Pick up of Your Vehicle.
- (e) All purchased Vehicles are to be collected from Australian Auto Network Pty Ltd's headquarter in Botany, Sydney. Unless otherwise agreed, a compulsory inspection via an independent assessor is required for Pick up's arranged from any other location than Sydney. The fee (approximately AU\$250-280) is payable directly to the assessing company.
- (f) You must notify Australian Auto Network within three (3) working days of delivery of any shortfall or mechanical service concern in regards to Your Vehicle. Failure to do so disentitles You to any remedy in respect to any shortage, loss or damage.
- (g) Australian Auto Network Pty Ltd offers a Three (3) Day Satisfaction Guarantee (Clause 4), in which reported mechanical service concerns are addressed and rectified free of charge at the headquarters workshop in Botany, NSW 2019 only. Except as otherwise described in these Terms and Conditions of Sale, the Vehicle provided by the company shall be at Your sole risk once the satisfaction guarantee period of three (3) working days has passed. No claims against the company can be made after this time period unless you are entitled to a claim under the regulations of statutory warranty according to the *Motor Dealers Act 1974*
- (h) You must transfer the vehicle into Your name at any RTA within 14 days of purchase.

## GUARANTEE, MEMBERSHIPS, EXTRAS & INSURANCE

Australian Auto Network Pty Ltd offers a Satisfaction Guarantee for all Sales Vehicles. Optional extras such as Memberships with the NRMA Roadside Assistance or Australian Warranty Network may be added as included services on Your Sales Contract. You are responsible to meet the required service schedules under those memberships to keep your policies valid.

4.1 Australian Auto Network Pty Ltd offers a **Three (3) Day Satisfaction Guarantee** in which reported mechanical service concerns are addressed and rectified free of charge.

You acknowledge that:

- (a) You must **notify Australian Auto Network Pty Ltd** within three (3) working days of delivery, of any shortfall or mechanical service concern in regards to your purchased Vehicle via the free hotline 1800 289 222 or in writing to sales@travelwheels.com.au. Failure to notify the company disentitles You to any remedy in respect to any shortage, loss or damage.
- (b) Australian Auto Network Pty Ltd recommends to **locally test drive your Vehicle** within this 3-day period. Any mechanical service concerns are addressed free of charge at the headquarters' workshop in Botany, NSW2019 only.
- (c) In the unlikely event of an on-road vehicle breakdown, safety concern or major defect (Clause 5, Vehicle Breakdown/Failure) within the 3-day period, please notify Australian Auto Network Pty Ltd immediately on the provided numbers to receive on-road assistance
- (d) **You must not undertake any mechanical repairs** on the Vehicle within the Satisfaction Guarantee period without prior notification and approval of Australian Auto Network Pty Ltd. Failure to do so will void the 3 Day Satisfaction Guarantee.
- (e) All vehicles are sold with a valid pink or blue slip and vehicle registration. The Vehicle provided by Australian Auto Network shall be at Your sole risk once the satisfaction guarantee period of three (3) working days has passed. **No claims against the company can be made after this time period** unless you are entitled to a claim under the regulations of statutory warranty according to the *Motor Dealers Act 1974*.
- (f) The Satisfaction Guarantee is void in all cases where vehicles are driven on unsealed roads, such as dirt, gravel, sand tracks, off road or 4x4 trails (excluding Four Wheel drive vehicles). In all cases and for all vehicle makes and models the satisfaction cover is void, if:
  - (I) You drive the vehicle through streams, creeks, dams, rivers or flood waters
  - (II) You damage the underbody of the Vehicle
  - (III) in all cases where the vehicles is used for illegal purposes or suffers malicious or accidental damage

4.2 **Memberships with the NRMA Roadside Assistance or Australian Warranty Network (AWN)** may be added as optional services as part of Your Sales contract.

You acknowledge that:

- (a) Australian Auto Network Pty Ltd will set up memberships as agreed, and for the time period stated on the Customer Sales Sheet
- (b) You are responsible to meet the required service schedules under those memberships to keep your policies valid.
- (c) You are responsible to renew or extend your memberships once the initial policy period has expired
- (d) Your Warranty policy will be handed and explained to You on Pick up day. For all details regarding Your AWN warranty, please refer to AWN-Australian Warranty Network, their website [www.australianwarranty.com.au](http://www.australianwarranty.com.au) or call 07 38025577
- (e) Your NRMA membership number will be provided to You when You pick up the Vehicle. Please refer to the NRMA website [www.nrma.com.au](http://www.nrma.com.au) for details of your membership assist package, included services and coverage or call on 1300 369 349.
- (f) **Any membership requests or claims must be addressed directly to the policy provider. Australian Auto Network will not follow up or process any claims on Your behalf.**
- (g) In the unlikely event that You experience any problems with Your membership account or for assistance, please contact 1800 289 222 for urgent requests, or send an email to sales@travelwheels.com.au
- (h) Both memberships (NRMA, AWN) are transferable in case You choose to sell your vehicle privately. The new owner is fully responsible to meet the required service schedules under those memberships and update personal data to keep the policies valid.

4.3 **Optional Extras**, either complimentary or purchased may be added to Your contract (this includes but is not limited to camping gear, mattresses, curtains, awnings, navigation systems etc.)

You acknowledge that

- (a) in all cases where Extras are complimentary, Australian Auto Network Pty Ltd reserves the right to provide pre-owned goods
- (b) any claims for missing items or faulty gear must be made on Pick up day
- (c) Australian Auto Network Pty Ltd requires verification of all costs for any approved reimbursements (You should keep the original tax receipt). To the extent that the company cannot verify the cost for an approved replacement, Australian Auto Network Pty Ltd cannot reimburse You.
- (d) The company reserves the right to provide substitute goods of the same monetary value in all cases where Extras are complimentary and the original item is not available

4.4 **Insurance:** In order to set up a valid registration, **Compulsory Third Party insurance** is mandatory and paid for the period of registration. It provides compensation to victims, where the owner or driver of a registered vehicle is at fault. Please be aware that the compulsory third party insurance **does not cover any damage to any property or Vehicles involved in an accident.**

It is entirely up to you to set up a Third Party Property Damage insurance or Comprehensive car insurance for Your Vehicle. The company's friendly staff will be able to assist you with recommendations.

## VEHICLE BREAKDOWN/FAILURE

Although all vehicles for sale undergo a Pink- or Blue Slip Inspection certifying the roadworthiness of the vehicle, Australian Auto Network Pty Ltd recognises that unforeseeable problems/breakdowns can occur in rare cases with pre-owned vehicles. Please notify Australian Auto Network Pty Ltd on 1800 289 222 if You experience any problems within the Three (3) Day Satisfaction Guarantee Period, or ask our friendly team for advice to address any mechanical concerns after this period via your completed memberships with NRMA (1300 369 349) and AWN (07 38025577).

5.1 Where You experience any mechanical breakdown or failure of the Vehicle including its parts, components and remote opening devices supplied by Australian Auto Network Pty Ltd **within three (3) days of purchase**, the following conditions apply:

- (a) You must **report any safety, mechanical service concern or breakdown immediately and latest within 3 working days of purchase** to Australian Auto Network Pty Ltd via the free hotline 1800 289 222 (Mo-Fr, 9am-4pm) or in writing to sales@travelwheels.com.au, in order to give the company the opportunity to rectify the problem
- (b) **stop the Vehicle immediately in a safe position if you experience any concern, the engine temperature increases above the normal limit or a hazard light starts flashing on the dashboard.** In all cases You must inform Australian Auto Network Pty Ltd immediately (if not available call the NRMA Roadside Assistance under 1300 369 349)
- (c) You must not undertake any mechanical repairs on the Vehicle within the Satisfaction Guarantee period without prior notification and approval of Australian Auto Network Pty Ltd.
- (d) Mechanical service concerns are addressed free of charge at the headquarters' workshop in Botany NSW 2019, within three (3) days of purchase.
- (e) If you are unable to make your way to the depot due to mechanical failure, Australian Auto Network Pty Ltd reserves the right to proceed with a repair at an external workshop or may organise a towing of Your Vehicle to the headquarter in Sydney. Australian Auto Network Pty Ltd reserves the right to direct the vehicle to its preferred repairer.

- (I) Australian Auto Network Pty Ltd will organise, approve and fund towings (up to 150 km) and repairs in all cases where the problem is reported within three days and it is proven that You or any other driver or third party are not at fault
- (II) should You decide to go away on a distant trip within the three day satisfaction period, please note that any additional charges arising from towings that exceed the covered 150km are payable by You in full (Approximately quoted at AU\$4 per km)
- (III) You are entitled to request, at Your cost, and allow Australian Auto Network Pty Ltd at its own cost to conduct an independent assessment of the mechanical failure to determine the source of failure
- (IV) If the assessment declares at-fault behaviour of the driver, Australian Auto Network Pty Ltd cannot be held responsible and You are liable for any appraisal fees, towing-, storage- and recovery charges as well as repair costs encountered up to the date of assessment
- (V) Australian Auto Network Pty Ltd assumes no liability for any damage if the vehicle is left unattended or while being towed

- (f) in all cases where Australian Auto Network Pty Ltd is liable for the defect, the company will do its utmost to rectify the problem as soon as possible. Australian Auto Network Pty Ltd cannot be held liable to any additional costs such as accommodation costs or costs for alternative transport during the period of repair. Australian Auto Network Pty Ltd reserves the right to offer a replacement vehicle for the duration of the repair if available, free of charge with a AU\$ 1500 Insurance Access (processed as a pre-authorisation on Your credit card)
- (g) Australian Auto Network Pty Ltd shall not be held responsible for any delays due to lack of supplies of parts or materials needed to complete any repair.
- (h) in the unlikely event that Australian Auto Network Pty Ltd cannot repair Your Vehicle within a reasonable period of time or for a reasonable amount, the company will offer You a substitute vehicle of the same or higher value than the original vehicle. Should no substitute vehicle be available, the company will refund the full purchase amount within a period of 21 days.
- (i) malfunction of Microwave, Stove or Grill, Air-conditioning units, Refrigerator or Water Pump are not considered a mechanical breakdown. Malfunction of any of these items does not automatically entitle You to a cover under the Three (3) Day Satisfaction Guarantee. The company will not be held liable for costs arising from alternative accommodation or food items during the duration of these malfunctions. Australian Auto Network Pty Ltd reserves the right to offer You a replacement of the faulty item, collectable at 1084 Botany Road, Botany NSW 2019 or provide you with alternative solutions (eg portable gas cooker, esky etc.) if the problem is reported via Hotline or Email within three days.

5.2 **Your Roadside Assistance and Warranty memberships are valid from the day of purchase of Your Vehicle.** Where You experience any mechanical breakdown or failure of the Vehicle **past the Three (3) Day Satisfaction Guarantee** You must proceed as follows:

- (a) Contact NRMA, Your Roadside assistance provider on 1300 369 349 for immediate assistance on road and provide Your membership number and Registration
- (b) Request a quote for a required repair from a certified workshop and contact AWN Warranty via 07 3802577
- (c) Progress by lodging a claim with Your warranty provider if a repair or part is listed as covered component of Your warranty
- (d) In the unlikely event that You experience any problems with Your membership account(s) or for further assistance please contact Australian Auto Network Pty Ltd under the free Hotline 1800 289 222, via 0420827880 or per Email via sales@travelwheels.com.au

## BUYBACK OPTION

Once Your trip is over, Australian Auto Network Pty Ltd offers you a Buyback guarantee on Your Vehicle as an optional extra in Your Sales Contract. This Buyback option should be considered as a safety net or worry free option to sell Your Vehicle with minimum effort, as a private sale will probably result in a higher selling price.

6.1 The Buy Back consideration for Your vehicle will be defined as part of Your Sales Contract and states the maximum amount payable by Australian Auto Network Pty Ltd on return of Your Vehicle. The Buyback Option is not transferable and valid for You only.

6.2 To make use of the Buyback Option, You acknowledge that You must

- (a) advise Australian Auto Network Pty Ltd via email on sales@travelwheels.com.au 14 days prior to your preferred Buy back appointment and book a vehicle inspection at the headquarters' workshop (or if agreed on Your sales contract at an agent's depot) at the non-refundable cost of AU\$ 99. You are not required to provide a Pink slip or roadworthiness certificate at arrival
- (b) return the vehicle at the agreed date and time, clean inside and out, otherwise a cleaning fee of up to AU\$ 250 will be deducted from Your Buy back amount

6.3 Your vehicle will undergo a mechanical inspection and You will be provided with detailed information on any required, deductible repairs. **You acknowledge that deductions from the Buy Back apply:**

- (a) for failure to transfer the vehicle into Your name
- (b) for the cost of registration used at a rate of AU\$ 95/month
- (c) for any fuel difference on return (AU\$ 30 per ¼)
- (d) for failure to provide service receipts for oil changes obligatory under Your AWN policy (every 5000km) (AU\$ 200 each)
- (e) for repairs required due to insufficient mechanical condition of the vehicle on return; panel or glass damage, tyres and exhaust (based on inspection report). The amount for any repairs may be reasonable determined by Australian Auto Network Pty Ltd and excludes labour, to minimise deductions in Your favour
- (f) for any missing camping gear (up to AU\$ 290)
- (g) for outstanding charges of any traffic infringement notices (AU\$ 75 each)
- (h) for any day that You wish to organise the appointment prior to the 14 day period at AU\$ 50 per day

6.4 Australian Auto Network Pty Ltd reserves the right to void your Buy Back option in all cases where

- (a) alterations to the body, colour or paintwork of the Vehicle have been made
- (b) the vehicle is damaged to such a degree, that it is qualified as a 'Write-off'
- (c) any other person than the original purchaser returns the vehicle without any prior written approval from Australian Auto Network Pty Ltd

6.5 The Vehicle must be **returned to Australian Auto Network Pty Ltd or its Agents** during normal Business hours (Mo-Fri 9am-1.00pm) **at the date and time specified in Your Email confirmation.** If You return the Vehicle later than the time shown, Australian Auto Network Pty Ltd reserves the right to postpone Your Buy Back appointment to the next working day.

- (a) **Location:** Unless otherwise agreed, all Buy Back offers are valid for Sydney only. If You wish to return the Vehicle to a location other than the location agreed upon in Your contract and Buy back form, You will incur an additional inspection and relocation fee of a total of AU\$ 650, deductible from Your Buy back consideration.
- (b) **Early drop off:** If You wish to return the Vehicle earlier than the day and time agreed for Your Buy back, Australian Auto Network Pty Ltd will inspect the Vehicle at the agreed time and contact You after the inspection.

(c) It is Your responsibility to ensure that the vehicle is comprehensively insured whenever the vehicle is stored for you. Australian Auto Network Pty Ltd does not accept any liability for damage to the vehicle during the period of storage caused by any third party or due to natural impacts and disasters (storms, floods, cyclones, hailstorms, earthquakes)

(d) unless otherwise agreed between You and Australian Auto Network Pty Ltd in writing, You need to attend the Buy Back appointment in person. Your Buyback offer is not transferable.

6.6 In all cases where You establish a new registration for Your Vehicle in any other state than NSW, a re-register fee of AU\$ 250 applies, deductible from your Buy Back consideration.

6.7 Australian Auto Network assumes no liability for valuables left in the Vehicle during the period of inspection or after the Buyback of Your vehicle.

### 6.8 Payment

The agreed Buy Back amount will be credited to any provided Credit Card or transferred to Your bank account within 14 working days. The amount should then be visible on Your statement within three (3) additional working days. Australian Auto Network Pty Ltd acknowledges that slight delays may occur in cases where provided details are incorrect, paperwork to process the Buyback was not provided by You or where public holidays delay the process. Australian Auto Network Pty Ltd will contact You in these cases and advise You on the updated transaction date.

You furthermore acknowledge that

- (a) a purchase receipt must be completed as part of Your Buyback
- (b) all transactions are conducted in AU\$ only. Australian Auto Network does not accept any liability for transaction fees charged by Your provider or any rate fluctuation
- (c) in case you experience any delay of payment or if You have any questions related to Your Buyback, please contact sales@travelwheels.com.au

## TOLL ROADS, PARKING & TRAFFIC OFFENCES

Australia has a number of **cashless toll roads**. It is **Your responsibility to register an account** with the Road Authority via email or phone **within 24h (max.48h)** to pay the toll.

7.1 You and any Authorised Driver acknowledge that:

- (a) Australian Auto Network Pty Ltd is not authorised to set up toll accounts without Your permission due to data protection legislation. Therefore it is your responsibility to register your account for using toll Roads in **Sydney, Brisbane and Melbourne**
- (b) Your Vehicle must be transferred into your name within 14 days of purchase. All infringement notices incurred by Australian Auto Network Pty Ltd in respect of parking, speeding or any other traffic violations (such as non payment of toll roads) received after Pick up of your Vehicle, within the 14-day transfer-period as well as after this period in case of failure to transfer Your Vehicle into your name, must be processed and imply a **AU\$75 administration fee** (driver nomination) **per infringement**. You or any Authorised Driver or passenger authorise Australian Auto Network Pty Ltd to debit this fee to the provided credit card(s) at the time of process of the fine. Additionally You will receive the original fine issued by the road/traffic authority.
- (c) After You have been nominated as Driver, Australian Auto Network Pty Ltd will not follow up or process any claims for issuing errors by the Road/Traffic Authority. Australian Auto Network Pty Ltd however reserves the right to refund the administration fee of AU\$75 upon receipt of a written confirmation by the Road/Traffic authority that You set up a suitable account.

## CANCELLATION POLICY

Once you pay a deposit for a vehicle to a licensed Motor Dealer, it shows that you intend to purchase the vehicle. Should You change your mind, travel plans or intention, or Your financial situation does not allow you to proceed with the purchase, please contact Australian Auto Network Pty Ltd immediately to organise the cancellation for You. The company will then **retain the deposit** and terminate the Sales Contract with You.

8.1 You acknowledge that:

- (a) Australian Auto Network Pty Ltd reserves the right to refund deposits in exceptional circumstances, entirely at its discretion.
- (b) Australian Auto Network Pty Ltd will provide You with a Cancellation Notice on Your request.

## AUSTRALIAN AUTO NETWORK PTY LTD' LIABILITY

Australian Auto Network Pty Ltd's liability is subject to these Terms and Conditions of Sale. If any incident occurs, where Australian Auto Network fails to meet its obligations under this agreement, **the company's liability is strictly limited to a full refund of the vehicle purchase price.**

9.1 You and any Authorised Driver and Passenger acknowledge that:

- (a) Australian Auto Network Pty Ltd will not be liable to You for any loss, damage or inconvenience caused by a delayed delivery of the purchased vehicle. You acknowledge that in all cases where Pick up locations other than Sydney are agreed, slight delays may occur.
- (b) Australian Auto Network Pty Ltd will not be liable for any loss or inconvenience from a delay of Your pick up caused by natural disasters such as but not limited to floods, cyclones, hailstorms, earthquakes
- (c) Australian Auto Network Pty Ltd cannot be hold responsible for any insect infestation such as but not limited to mosquitoes, ants, flies, fleas or bedbugs. No refunds will be provided for any infestations mentioned above that could have occurred after Pick up. If You suspect any abnormality please report to Australian Auto Network Pty Ltd immediately
- (d) Australian Auto Network Pty Ltd cannot be held liable for any misrepresentation or errors/omissions by a sales agent regarding Vehicle availability and features, or the explanation of terms and conditions of sale by a third party via email, phone, Internet or personal conversation.
- (e) If any incident occurs, where Australian Auto Network fails to meet its obligations under this agreement, **the company's liability is strictly limited to a full refund of the vehicle purchase price**

## EXCHANGE RATE FLUCTUATIONS

Australian Auto Network Pty Ltd rates and features of Vehicles quoted are subject to change. All details are agreed on and defined in Your Customer Sales Sheet. Australian Auto Network Pty Ltd accepts **no liability for variations in exchange rate fluctuations** in any cases where a refund is granted.

10.1 If You are entitled to a refund, Australian Auto Network Pty Ltd will pay, within a reasonable time, to You any refund that is due by any method Australian Auto Network Pty Ltd may reasonably choose. Due to exchange rate fluctuations there may be some small variation in the amount initially debited against a credit card or transferred via bank transaction and any performed Refunds. Australian Auto Network Pty Ltd accepts no liability for these variations in exchange rate fluctuations.

## ERRORS ON THE CUSTOMER SALES SHEET

Errors on the customer sales sheet document may occur. **Please advise** Australian Auto Network Pty Ltd **immediately if there is any discrepancy** between agreed sales details, terms and inclusions and details listed on Your customer sales sheet.

11.1 The charges as set out in the customer sales sheet document are not final. Should a written and/or a calculation error occur, You authorises Australian Auto Network Pty Ltd to charge Your credit card for any shortage, or in case of overpayment, to receive payment from Australian Auto Network Pty Ltd.

## DISPUTE RESOLUTION

In the unfortunate event that you are **unsatisfied** with the perceived value of a product or service and you wish to **file a complaint**, Australian Auto Network Pty Ltd will process your request and do its upmost to rectify the problem at the headquarter in Sydney if reported within three days of purchase (Satisfaction Guarantee).

12.1 You agree to resolve any complaint/dispute with Australian Auto Network Pty Ltd by notifying the company in writing with all details and relevant evidence (e.g. pictures, quotes) within three (3) business days of purchase on sales@travelwheels.com.au or by calling the Hotline 1800 289 222.

## PRIVACY NOTICE - HOW IS YOUR PERSONAL INFORMATION USED AND DISCLOSED

In the course of your purchase, the disposal of the Vehicle from company's side as well as the setup of included memberships or a required driver nomination, **personal information may be used and disclosed**. For any detailed information please contact Australian Auto Network Pty Ltd via Email or Hotline.

**Your personal information may be used and disclosed as follows:**

Australian Auto Network Pty Ltd uses your personal information to:

- Provide its services and administer those services
- Improve and research its services, which includes customer satisfaction surveys and information about improvements via Email, telephone or fax

Australian Auto Network Pty Ltd may disclose your information to third parties, such as

- Australian Auto Network's Agents and Contracted Service Providers
- Credit card providers
- FrAU\$ checking and credit reporting agencies
- Debt collection agencies, if you default in payment of amounts owed to Australian Auto Network Pty Ltd
- Government, Council and private organisations responsible for the processing of traffic related infringements
- Police, Insurance and other persons involved in case of an accident or claim as well as driver licensing authorities

### PAYMENT DEFAULT

To obtain a credit report about you and allow the setup of a credit information file and list your default and debt on that file Australian Auto Network Pty Ltd may provide your information to a credit reporting agency.

### WHERE YOU CAN GET FURTHER INFORMATION

Australian Auto Network Pty Ltd.

Mail: 155-159 William Street, Darlinghurst, NSW 2010

Ph: 1800 289 222 or 02 9316 4290, Fax: 02 9666 4695

Email: sales@travelwheels.com.au

## ADDITIONAL TERMS & CONDITIONS FOR INTERNET PURCHASES

### SALES PROCESS, ERRORS

**Internet Purchases** underlie additional Terms and Conditions of Sale. Australian Auto Network will provide You with a vehicle description prior to committing to a purchase and deposit of any vehicle bought online. For all requests related to internet purchases, please contact [sales@travelwheels.com.au](mailto:sales@travelwheels.com.au) and the company's friendly sales staff will get in touch with you.

- I.I You and any Authorised Driver acknowledge that
  - (a) All illustrations, line drawings and text in any brochures or advertising material (including Internet), are a representation only of the Vehicles depicted. Slight variances in any Vehicle or its equipment offered may occur due to modifications and/or upgrades to Vehicle design
  - (b) Sales requests via telephone, email, agent, Internet or via the Travel Wheels website are subject to availability. Australian Auto Network Pty Ltd will confirm Your purchase by sending the signed Customer Sales Sheet to Your provided email address latest within 24 hours (weekdays) or 48 hours (weekends) upon receipt of the signed Customer Sales Sheet and payable deposit. Upon receipt of the final confirmation, Australian Auto Network Pty Ltd can reject Your purchase order anytime by refunding Your deposit
  - (d) any special requests or agreed extras need to be marked, noted or specified on the Customer Sales Sheet
  - (e) where Australian Auto Network Pty Ltd cannot provide You with a Vehicle for a confirmed purchase, Australian Auto Network Pty Ltd's will do its utmost to provide You with an alternative vehicle. If You choose to not take the alternative Vehicle, Australian Auto Network Pty Ltd's liability is limited to a refund of the holding deposit only
- I.II Australian Auto Network Pty Ltd advises a vehicle inspection with an independent assessor for all internet sales prior to transferring Your deposit and will converse with You on the results. The fee (approximately AU\$250-280) is payable directly to the assessing company. An independent assessment is compulsory for all Vehicle Pick up's at locations other than Botany, NSW.
- I.II Australian Auto Network Pty Ltd takes no responsibility for an incorrect Vehicle chosen for carrying children via the Internet. Australian Auto Network Pty Ltd will do its utmost to accommodate You with an alternative suitable vehicle if available. Where no Substitute-Vehicle can be provided, You are liable with Your deposit.
- I.III Delays to remove online illustrations or advertisements for specific Vehicles may occur in some cases where Vehicles have been sold. Once the deposit is received, the vehicle is considered SOLD and will not be offered by Australian Auto Network Pty Ltd staff anymore. Should You come across an ad of Your purchased vehicle after Pick up day, please simply advise us via [sales@travelwheels.com.au](mailto:sales@travelwheels.com.au) and the team will ensure that the ad is removed.