

## Terms and Conditions - Home Delivery Services

### 1. General

- 1.1 Subject to these Terms and Conditions, You may request a Vehicle which you select on our website, to be delivered to Your home or an alternative suitable location from Your local bravoauto store (Home Delivery Service).
- 1.2 By requesting a Home Delivery Service, You will be deemed to have accepted these Terms and Conditions, which will be binding upon You (including any other terms and conditions and policies referred to in these terms and conditions and any other notices) as amended from time to time.

### 2. Definitions and Interpretation

- 2.1 In these Terms and Conditions, unless the context requires otherwise, the following definitions apply:
  - (a) **'bravoauto'** means automotive dealerships, showrooms, outlets and/or online stores, which retail used motor vehicles owned by Trivett Automotive Retail Pty Ltd ACN 000 806 904 trading under the name 'bravoauto'.
  - (b) **'Customer Experience Team'** means the bravoauto Customer Experience Team which can be contacted on 1800 330 733
  - (c) **'Home Delivery Date'** means the date agreed between You and bravoauto for the Vehicle to be delivered to the Home Delivery Location.
  - (d) **'Home Delivery Fee'** means the delivery fee nominated by bravoauto in the relevant bravoauto listing, or otherwise notified to you prior to providing the Home Delivery Service.
  - (e) **'Home Delivery Location'** means a delivery location mutually agreed to by You and bravoauto. The delivery location must be a residential address that is safe and suitable for the inspection and/or delivery of a passenger motor vehicle. Unless otherwise notified by bravoauto, office addresses, industrial, factory or other similar types of commercial addresses will not be accepted. Any home delivery locations not within a 60 kilometre radius of a bravoauto site will be at bravoauto's sole discretion on a case by case basis.
  - (f) **'Home Delivery Service'** means transporting the Vehicle to a Home Delivery Location at Your request.
  - (g) **'Purchase Contract'** means the contract for the sale and purchase of the Vehicle naming You as the purchaser and bravoauto as the vendor.
  - (h) **'Purchase Price'** means the total final driveaway price for the Vehicle including all accessories, third party insurance and/or warranty products, government charges and fees etc, as set out in the Purchase Contract.
  - (i) **'Test Drive Loan Agreement'** Means an agreement between You and bravoauto which contains Terms and Conditions for the test drive.

- (j) **'Trade In Vehicle'** means a vehicle owned by You, the trade in value of which you wish to be credited to a purchase of a Vehicle from bravoauto.
- (k) **'Vehicle'** means a used passenger vehicle that You wish to inspect or purchase from bravoauto, the details of which are either set out in the Purchase Contract, or in respect of which you otherwise notify us of a request for a Home Delivery Service.
- (l) **'You'** means: the person who fills out and submits the "Reserve A Vehicle" form online. 'Your' has a corresponding meaning.

### 3. Home Delivery Benefit

- 3.1 Where a Vehicle is listed for sale on the bravoauto Website, You can request to have the Vehicle transported to Your preferred Home Delivery Location.
- 3.2 If the Home Delivery Location is:
  - (a) within a 30 kilometre radius from your local bravoauto store, the Home Delivery Service will be free of charge;
  - (b) outside of a 30 kilometre radius from your local bravoauto store, a Home Delivery Fee is payable and you will be notified when enquiring of the pricing structure. Payment of the Home Delivery Fee will be required at the time of enquiry and will be non-refundable. If You ultimately chose to purchase the Vehicle, the Home Delivery Fee will be credited to the Purchase Price.
- 3.3 You may only request one Home Delivery Service at any given time, and a maximum of 5 Home Delivery Services over a 12 month period.
- 3.4 bravoauto reserves the right to reject any request for a Home Delivery Service without reason (in which case bravoauto will notify you at any time from the time you make Your enquiry to the time of the Home Delivery Date). Alternatively, bravoauto can make alternative arrangements with You on a case-by-case basis.
- 3.5 Following receipt of a Home Delivery Service request, bravoauto will:
  - (a) arrange a phone call from bravoauto regarding Your request to organise next steps and take payment of a Home Delivery Fee (if required); and
  - (b) use all reasonable endeavours to ensure that the Vehicle is transported to You as requested. However, notwithstanding any clause to the contrary in these Terms, in the unlikely event that bravoauto cannot transport the Vehicle during the specified time or at all, or the Vehicle is otherwise unavailable, bravoauto's sole liability to You will be the refund of the Home Delivery Fee paid by you (if any).
- 3.6 You may cancel Your Home Delivery Service up to 24 hours prior to the Home Delivery Date, by contacting bravoauto via the Customer Experience Team. Depending on Your requested Home Delivery Location, You maybe be eligible for a refund of the Home Delivery Fee, provided bravoauto have not yet began the Home Delivery Service process. Any refund of the Home Delivery Fee is at the sole discretion of bravoauto. Refunds will only be made to credit card used to pay the Home Delivery Fee. You must notify bravoauto as soon as possible if You wish to cancel a Home Delivery Service by contacting the Customer Experience Team.

- 3.7 bravoauto will contact You using the contact details that You have provided to make arrangements in relation to the Home Delivery Service, including:
- (a) to pick-up the Vehicle or arrange Home Delivery Service as agreed;
  - (b) to offer You the opportunity to Test Drive and/or inspect the Vehicle at the agreed Home Delivery Location; and/or
  - (c) to discuss payment options (such as Trade-In Vehicle options).
- 3.8 You acknowledge that any request for the Vehicle to be purchased and delivered to a location other than one occupied by bravoauto, is at Your sole and express request.
- 3.9 You acknowledge that bravoauto will transport the Vehicle to the Home Delivery Location, via any means that bravoauto chooses including but not limited to the Vehicle being driven or being transported on a truck.
- 3.10 You must personally be at the Home Delivery Location at the specified time on the Home Delivery Date. You are not able to nominate a third party to release the Vehicle to for the purpose of an inspection or to purchase the Vehicle.
- 3.11 **The Home Delivery Fee is payable for the Home Delivery Service to the Home Delivery Location at the agreed time on the Home Delivery Date.** If You are not at the Home Delivery Location at the agreed time, you will forfeit all right to the Home Delivery Fee and will be required to pay a new Home Delivery Fee to arrange a further Home Delivery Service, even in respect of the same Vehicle.
- 3.12 If you elect to proceed with the purchase of the Vehicle, the Home Delivery Fee can be credited toward the Vehicle Purchase Price at the sole discretion of bravoauto on a case by case basis.

#### 4. Test Drives

- 4.1 If You elect to take the Vehicle on a test drive from the Home delivery Location, You must sign and comply with the Test Drive Loan Agreement.
- 4.2 All test drives are subject to the sole discretion of bravoauto and can be denied by bravoauto with no explanation to You.
- 4.3 The Vehicle must be returned immediately after the test drive at the Home Delivery Location or an alternative location and/or time agreed upon between You and bravoauto noted in the Test Drive Loan Agreement.

#### 5. Privacy

- 5.1 In order to receive the Home Delivery Service, You may be required to provide certain information (such as Your contact details and credit card details).
- 5.2 bravoauto will handle any Personal Information (as defined in Australia's Privacy Act 1988 (Cth)) that it receives from bravoauto in accordance with the bravoauto privacy policy. Our Privacy Policy, available online at [www.bravoauto.com.au/privacy-policy/](http://www.bravoauto.com.au/privacy-policy/)

## 6. General

- 6.1 bravoauto reserve the right to vary the terms and conditions of, or withdraw the Home Delivery Benefit, at any time (provided that no such variation or withdrawal will affect your rights in relation to a vehicle already purchased at the time the variation or withdrawal comes into effect).
- 6.2 In the event of any dispute as to the interpretation of these terms and conditions, the application of the same or otherwise, the decision of bravoauto shall be final.
- 6.3 Except for the Vehicle Price, bravoauto shall not be liable for any claims, demands, damages, expenses or costs (including, without limitation, legal costs) incurred or made against it howsoever arising, whether directly or indirectly arising from the Home Delivery benefit.
- 6.4 To the maximum extent permitted by law, these terms and conditions apply to the exclusion of all others (including any verbal statement or representation) in respect of the Home Delivery benefit. Nothing in these terms and conditions will affect or limit your statutory rights.
- 6.5 You indemnify bravoauto for all loss that bravoauto directly or indirectly sustains or incurs as a result of:
  - (a) a breach of any of the material terms of these Terms and Conditions by You; and
  - (b) any act or omission by You whilst a vehicle is in Your possession or control.
- 6.6 Except as expressly stated otherwise in these Terms and Conditions and to the extent permitted by law:
  - (a) bravoauto is not liable for any loss or damage (including, without limitation, direct, indirect, special or consequential loss, loss of profits, loss of anticipated savings, loss of use, loss of reputation, loss of opportunity, loss of data or business interruption) suffered or incurred by You in connection with these Terms and Conditions and the use of bravoauto; and
  - (b) to the extent bravoauto is unable to exclude any liability under or in connection with these Terms, our maximum cumulative liability for all loss, damage, liability and expense suffered or incurred by You in connection with these Terms and your use of bravoauto, whether under contract, statute, in tort (including negligence) or otherwise, is limited to \$500.
- 6.7 All information provided by bravoauto is general in nature and does not constitute any form of advice and is provided 'as is' without warranty of any kind, express or implied, to the fullest extent possible under law.
- 6.8 You acknowledge and agree that:
  - (a) Any vehicle inspection reports are issued subject to the terms and conditions specified within such reports.
  - (b) bravoauto is solely responsible for providing images of imperfections. You should physically inspect the Vehicle prior to purchase to verify the Vehicle condition and assess the accuracy and completeness of any imperfection photos. To the extent permitted by law, bravoauto does not accept any liability in relation to photos of any Vehicles.
- 6.9 In the event of any conflict between these terms and conditions and those contained in the Purchase Contract, these terms and conditions shall prevail.

- 6.10 These terms and any document expressly referred to in them represents the entire agreement between You and us in relation to the Home Delivery Service.
- 6.11 A person who is not a party to the Home Delivery Service shall not have any rights under or in connection with them.
- 6.12 These Terms and Conditions are governed by the laws of New South Wales, Australia.