

TERMS AND CONDITIONS

These Terms and Conditions govern the use of the vehicle customisation services provided by **Fancee Car** to you (**Client**).

By engaging Fancee Car for vehicle customisation services, the Client agrees to be bound by the terms and conditions set out below.

The "**Client's Vehicle**" is the vehicle in which the Client owns and/or has engaged Fancee Car to provide Fancee Car's services in relation to.

1 Acceptance of these Terms and Conditions

1.1 After these Terms and Conditions have been provided to you, acceptance may be by the following:

1.1.1 Giving us instructions; or

1.1.2 Oral acceptance; or

1.1.3 Payment of any deposit or any other specified amount requested by Fancee Car; or

1.2 Acceptance of these Terms and Conditions constitutes a valid and legally binding agreement and may only be varied with the express written consent of Fancee Car.

1.3 If the Client is an individual, then the Client will be personally liable under these Terms and Conditions.

1.4 If the Client is a corporation, partnership, or association, Fancee Car is entitled to assume that the person engaging Fancee Car is a nominated or authorised representative of the corporation, partnership or association, and the Client will be liable under these Terms and Conditions.

1.5 If the Client's agent engages Fancee Car, then the agent will be a disclosed agent of the Client, and the Client will be liable under these Terms and Conditions.

2 Services

2.1 Fancee Car provides vehicle customisation services to enhance the appearance and protection of the Client's Vehicle.

2.2 Fancee Car services include paint protection, vinyl wrapping, window tinting, wheel, and caliper re-colouring, vehicle signage.

2.3 Fancee Car will provide the services using the necessary skill, care and diligence required to perform the services.

2.4 Fancee Car may request the Client to attend the Fancee Car premises with the Client's Vehicle after four (4) weeks of completion of the Fancee Car services to inspect the Fancee Car services.

2 Client's provision of information

2.1 The Client is responsible for providing accurate and complete information regarding:

2.1.1 the Client's Vehicle, including but not limited to the make, model, year, colour and condition; and

2.1.2 the required service.

2.2 In relation to custom vinyl wraps or vehicle signage, the Client is required to approve all spelling, grammar, numbers, graphics, artworks, logos etc.

2.3 Fancee Car is not responsible for any errors relating to the above following Client approval and is entitled to charge you for additional services for any change of instructions or corrections to your errors.

3 Pricing and payment

3.1 The pricing for the vehicle customisation services will be provided to the Client in writing as an estimate or a quote.

3.2 Upon the acceptance of an estimate or a quote, Fancee Car may issue an invoice and require a 50% deposit (unless agreed in writing otherwise) be paid by the Client to commence the services.

3.3 Fancee Car does not waive its right to request any form of deposit even if Fancee Car has commenced the services.

3.4 A refund of the deposit will not be given in circumstances where Fancee Car has ordered materials for the instructed services and/or Fancee Car has commenced the instructed services.

3.5 The balance of the estimate or quote will be required to be paid by the Client prior to or at the time of the collection of the Client's Vehicle.

3.6 Any additional services requested by the Client that is not included in the additional estimate or quote may result in additional charges to you.

3.7 Any amendments to the services after its production, (e.g. reprinting, cutting new pieces) may incur additional charges.

3.8 The Client's Vehicle will not be released to the Client until Fancee Car are in receipt of the full amount of their invoice.

4 Drop off and pick up

- 4.1 Except for the Client dropping off the Client's Vehicle at Fancee Car's premises at a previously agreed upon date and time, the Client nor any other representative of the Client is not permitted to attend or remain on the Fancee Car premises.
- 4.2 The Client is required to provide Fancee Car with a key to the Client's Vehicle at the time the Client's Vehicle is delivered to Fancee Car. The key will be held by Fancee Car until such time that Fancee Car services are complete, and/or the Client has paid in full Fancee Car's invoice(s).
- 4.3 Fancee Car will not accept the Client's Vehicle or decline to commence services without the provision of a key for the Client's Vehicle.
- 4.4 The Client is solely responsible to remove any items or personal belongings from the Client's Vehicle, prior to or at the time the Client's Vehicle is dropped off at Fancee Car's premises.
- 4.5 The Client is required to pick up the Client's Vehicle at a date and time and set by Fancee Car or as otherwise agreed by the parties.
- 4.6 Failure on the part of the Client to pick up the Client's Vehicle from Fancee Car at the specified time (or as otherwise agreed) will result in Fancee Car charging the Client a fee of \$200.00 per day the Client's Vehicle remains at Fancee Car's premises.

5 Vehicle condition and pre-inspection

- 5.1 The Client is required to deliver the Client's Vehicle to Fancee Car in a clean, free from surface debris and in a condition that allows Fancee Car to immediately commence the Fancee Car services instructed by the Client.
- 5.2 If the Client's Vehicle is not provided to Fancee Car in a condition that allows for the immediate commencement of the Fancee Car services, Fancee Car may charge a cleaning fee of \$200.00.
- 5.3 Following delivery of the Client's Vehicle to Fancee Car by the Client, Fancee Car may perform a pre-inspection of the Client's Vehicle. The inspection is for the purpose of identifying pre-existing conditions, damage and/or issues with the Client's Vehicle.
- 5.4 The pre-inspection is not a mechanical inspection and any existing or underlying mechanical issues that are beyond Fancee Car's initial inspection are deemed to have been existing and not resulting from the Fancee Car services.

- 5.5 Any existing conditions, damage and/or issues with the Client's Vehicle may be noted by Fancee Car prior to the commencement of the Fancee Car services.

6 Completion timeframe

- 6.1 Fancee Car will provide an estimated timeframe regarding the completion of the Fancee Car services on the estimate, quote or otherwise in writing.
- 6.2 The estimated timeframe does not commence until the Client has acknowledged the condition of the Client's Vehicle as identified in Fancee Car's pre-inspection.
- 6.3 Fancee Car will make reasonable efforts to complete Fancee Car services within the estimated timeframe.
- 6.4 The Client acknowledges that the estimated timeframe is an estimate only and time is not of the essence, as unforeseen circumstances, including supply chain disruptions or other delays beyond Fancee Car's control, may cause delays in the completion of the Fancee Car services.
- 6.5 Where an estimated timeframe requires altering, Fancee Car will communicate the revised timeframe to the Client.
- 6.6 Fancee Car will not be liable for any loss of income and/or other expenses resulting from amendments to the completion timeframe.

7 Client's Irrevocable Permission

- 7.1 The Client agrees to grant Fancee Car an irrevocable permission to take photos of the Client's Vehicle to document Fancee Car's work, and to be used in the following ways: portfolios and websites, in galleries, and in other media, so long as it is to showcase Fancee Car's work of the Client's Vehicle (with the licence plate blacked out) and not for any other purpose.

8 Warranty & materials

- 8.1 Fancee Car offers a workmanship warranty on its installation services (unless communicated otherwise).
- 8.2 Any product warranties offered by the suppliers of products used by Fancee Car on the Client's Vehicle will be recorded on the Tax Invoice issued by Fancee Car to the Client.
- 8.3 The workmanship warranty period and terms may vary depending on the specific services rendered. The Client shall refer to the estimate, quote, invoice or other warranty documentation provided by Fancee Car in this regard.
- 8.4 The workmanship warranty is void if:

- 8.4.1 The defects, damages, or issues are as a result of normal wear and tear or accident after the completion of the Fancee Car services;
- 8.4.2 The Client fails to attend Fancee Car's premises and/or allow Fancee Car to inspect the Fancee Car services pursuant to clause 2.4 of these Terms and Conditions;
- 8.4.3 It is apparent that the Client's Vehicle has been neglected and the defects, damage or issue has arisen from improper care including but not limited to improper washing and maintenance (e.g. not hand washed, use of a pressure hose, use of harsh chemicals that are not PH natural); and/or
- 8.4.4 The Client's Vehicle has been taken to another workshop or elsewhere and the services rendered by Fancee Car have been altered or additional services performed which have changed or effected the services performed by Fancee Car.
- 8.5 Warranties relating to the materials used on the Client's Vehicle are dependent on the manufacturer and will be identified in the estimate, quote, invoice or other warranty documentation provided by Fancee Car.
- 9 Disputes**
- 9.1 If the Client has any concerns with the services rendered by Fancee Car, the Client must identify the following in writing to Fancee Car within seven (7) days of the services being performed and the Client taking possession of the Client's Vehicle (**Client Notice**):
- 9.1.1 the nature of the concern;
- 9.1.2 what outcome the Client wants; and
- 9.1.3 what action the Client thinks will remedy its concern.
- 9.2 Fancee Car will be given the opportunity to:
- 9.2.1 make good, rectify and/or resolve any concerns and/or disputes in a timely manner; and/or
- 9.2.2 provide a written response to the Client within seven (7) days of receiving the Client's Notice addressing the Client's concern.
- 10 Limitation of liability**
- 10.1 Fancee Car shall not be liable for any direct, indirect, incidental, consequential or special damages arising out of or in connection with the services performed by Fancee Car, including but not limited to loss of profits or loss of use of the Client's Vehicle.
- 10.2 The total liability of Fancee Car, whether in contract, warranty or negligence shall be limited to the amount paid by the Client to Fancee Car.
- 10.3 The Client agrees that Fancee Car will not be liable for any amount if the Client has failed to mitigate its exposure, loss or damage.
- 10.4 Failure to mitigate, includes but is not limited to failing to give Fancee Car the reasonable opportunity to remedy any allege breach of these Terms and Conditions, or an opportunity to make good, rectify and/or resolve any concerns and/or disputes concerning the services.
- 10.5 Fancee Car will not be liable for any loss or damage to any items or personal belongings left in the Client's Vehicle whilst the Client's Vehicle is in the possession of Fancee Car.
- 11 Termination and refunds**
- 11.1 Either party may terminate this agreement for any reason, including the termination of services that are already underway upon 48-hour written notice.
- 11.2 In the event of termination, the Client shall pay Fancee Car for the services rendered up to the date of termination, including any additional costs incurred relating to the cost of materials.
- 12 Intellectual property and trademarks**
- 12.1 Fancee Car retains all intellectual property rights associated with its services, including but not limited to designs, concepts and customisation services.
- 12.2 The Client must not remain at the Fancee Car premises after dropping off the Client's Vehicle, and must not take any photos, video or recording of any kind whilst at the Fancee Car premises.
- 12.3 The Client agrees not to reproduce, distribute, or use Fancee Car's intellectual property without obtaining prior written consent from Fancee Car.
- 12.4 The Client warrants that any services to be provided by Fancee Car will not infringe the Intellectual Property Rights or Trademarks of any person including any third-party rights, materials or software.
- 13 Governing law and jurisdiction**
- 13.1 These terms and conditions are governed by and construed in accordance with the laws of New South Wales.
- 14 Entire Agreement**
- 14.1 These terms and conditions constitute the entire understanding between Fancee Car

and the Client in relation to the services rendered and supersede any prior agreements or understandings, whether written or oral, unless otherwise specified.