

TJR Management Pty Ltd T/A Tez Automotive Marine Service – Terms and Conditions

1. By requesting, authorising or accepting any inspection, diagnosis, repair, servicing, maintenance, installation or other work from Tez Automotive Marine Service ("Tez"), the customer agrees to these Terms & Conditions.
2. Estimates are only valid for 7 days from the date of quote, be they verbal, written or any other form. Any estimate is an indication only unless specifically stated as a fixed quotation. Additional faults, parts or labour identified during the work may incur additional charges. Where reasonably practicable, customer approval will be obtained before additional work is undertaken. Diagnostic, inspection and assessment charges are payable whether the customer proceeds with repairs. Diagnosis may identify symptoms rather than the underlying cause and additional testing or dismantling may be required.
3. Tez is not responsible for pre-existing faults, wear, deterioration or damage unrelated to the work performed. Testing or repair may reveal or contribute to the failure of components that were already defective, worn or at the end of their serviceable life.
4. Parts may be supplied as genuine, original-equipment, aftermarket, reconditioned or used parts, as agreed or considered appropriate for the repair. Where a particular brand, part or quality is required by the customer, this must be advised before the work is authorised. Special-order or non-returnable parts may require payment before ordering.
5. Tez may, at its discretion, accept customer supplied parts, however, may refuse to install parts considered unsuitable or unsafe. Tez does not warrant the quality, suitability or compatibility of customer-supplied parts, and additional labour may be charged where such parts are incorrect or defective.
6. The customer authorises Tez to road test vehicles and operate/test vessels or equipment where reasonably required to diagnose, repair or verify the work performed.
7. Customers will be notified when work is completed. Vehicles, vessels and equipment must be collected within a reasonable period. Storage charges may apply where property remains at Tez's premises after a reasonable collection period.
8. Payment is due upon collection unless otherwise agreed in writing. Approved account customers must comply with agreed payment terms. Tez may suspend work where an account is overdue. Reasonable recovery costs may be charged where permitted by law.
9. Tez warrants its workmanship for a period of 12 months or 15,000 km for vehicles, or 50 engine hours for marine engines, whichever occurs first. Parts and materials supplied are covered by the applicable manufacturer or supplier warranty, generally on a return-to-base basis. Warranty coverage for parts is subject to the terms, conditions and assessment requirements of the relevant manufacturer or supplier. Warranty claims must be brought to Tez's attention as soon as reasonably practicable after the issue becomes apparent. Tez may require the vehicle, vessel or equipment to be returned to its premises for inspection before determining whether a warranty claim applies. Failure to provide Tez with the opportunity to inspect and rectify the issue may affect the validity of the warranty claim. Where a warranty claim is accepted, Tez will determine the appropriate remedy in accordance with the applicable warranty and the Australian Consumer Law. Customers are responsible for taking all reasonably practicable steps to ensure the safety of persons and to minimise any further damage to the vehicle, vessel or equipment following the identification of a suspected fault. To the extent permitted by law, Tez accepts no liability for consequential, indirect or incidental loss or damage arising from a defect in workmanship or materials.
10. Tez takes all care to retain any stored data during the execution of the repairs however some or all data may be lost. Tez does not accept any liability for the loss of such data.
11. Customers should remove valuables and personal belongings before leaving property with Tez. Tez will take reasonable care of customer property but is not responsible for personal belongings left in vehicles, vessels or equipment except where required by law.
12. Marine vessels and equipment may be subject to corrosion, water ingress, weather exposure, previous repairs and other pre-existing conditions. Where a vessel is required to be launched, moved, operated or water-tested, the customer authorises Tez to undertake such activities where reasonably necessary to complete or verify the work. Additional costs for transport, launching, recovery, storage or specialist services may apply where required.
13. As part of our standard workshop practice, Tez removes boat/vessel bung plugs where appropriate. Bung plugs will either be left secured in the bung opening, in the same location in which they were found, or placed in a secure and visible location near the helm, such as a cup holder. We recommend that all boat owners remove bung plugs during periods of storage to assist in preventing water retention and potential corrosion. Before launching your vessel, a complete safety and pre-launch inspection must be carried out by the vessel owner/operator. Licensed vessel operators are responsible for ensuring their vessel is safe and compliant for operation. Further information regarding vessel safety and pre-launch checks is available from the relevant state maritime authority. Tez accepts no responsibility or liability for any loss, damage, incident or injury arising from failure to carry out appropriate pre-launch or safety checks, or from the condition, installation or use of bung plugs.
14. Tez may decline or cease work where a vehicle, vessel or equipment is considered unsafe, unlawful or unsuitable for the requested work. If a customer specifically requests work despite being advised of a known issue, risk or contrary recommendation, Tez may require the customer's instruction to be recorded in writing. The customer acknowledges that continuing to operate a vehicle, vessel or equipment with a known defect may result in further damage or create a safety risk.
15. Nothing in these Terms & Conditions excludes, restricts or modifies any rights or remedies that cannot legally be excluded under the Competition and Consumer Act 2010.
16. The customer confirms they are the owner of, or are authorised to instruct Tez regarding, the vehicle, vessel or equipment and that information provided to Tez regarding its condition and history is accurate to the best of their knowledge.