

Queensland Inspection Services Terms and Conditions

Terms Used

- 1. The meaning of terms used in this agreement:
 - "Agreement" means this Inspection Agreement.
 - "Customer" means the owner of the vehicle on which the Inspection is to be undertaken.
 - "Inspection" means a thorough and detailed analysis of the identity and history of the vehicle to ensure its identity is legitimate. The inspection includes an analysis of the vehicle's history and repair documents.
 - "Inspection Fee" means the fee of A\$435 for cars and A\$335 for motorbikes and trailers.
 - "Reinspection Fee" means the fee of \$55 for any vehicle.
 - "QIS" means Queensland Inspection Services.

Headings are for ease of reference and do not form part of the terms and conditions of the Inspection Agreement.

The basis on which QIS will make the Inspection

- 2. QIS will perform the Inspection in consideration of:
 - (i) the payment of the Inspection Fee by the Customer; and
 - (ii) the Customer satisfying all other requirements of these Terms and Conditions.

Customer requirements for an Inspection to proceed and liability for fee

- 3. The Customer acknowledges and agrees that:
 - (i) An Inspection Fee deposit as specified in the booking in process is payable at the time of booking of the vehicle;
 - (ii) The remaining Inspection Fee due is to be paid prior to the Inspection being conducted by OIS.

Payment is only accepted by the following means:

- Brisbane and Townsville: Cash is accepted in addition to the alternatives below:
- All locations: Bank cheque, Money Order (from Australia Post), Credit Card and EFTPOS.
- (iii) The Inspection Fee is payable regardless of whether the Vehicle passes or fails the inspection
- (iv) The Inspection Fee remains payable if the inspection cannot be completed due to the provision of incomplete or inaccurate documentation required by clause 4, or if that documentation is of inadequate quality (for example, unreadable).
- (v) The decision as to whether the Vehicle passes or fails Inspection is in the sole discretion of QIS;
- (vi) The Inspection is carried out for the sole purpose of confirming the identity of the Vehicle, it is not a check of any aspect of a vehicle's safety and QIS does not make any representation or provide any warranty whatsoever in relation to the Vehicle, whether relating to its safety, roadworthiness, fitness for purpose, standard of repairs or otherwise;
- (vii) Whilst QIS will inspect vehicle identifiers, QIS cannot, and does not, provide any warranty as to the true identity of the Vehicle or its components.



4. In order to enable the Inspection to proceed the Customer must meet the following requirements:

Booking requirements:

- (i) Book the vehicle in at least 24 hours in advance.
- (ii) When booking an Inspection, accurately provide the details of the vehicle as required by the booking in process including:
 - a. the vehicle identification number (VIN) or chassis number,
 - b. make.
 - c. model.
 - d. colour, and
 - e. registration number.

Requirements on the day of the Inspection:

- (iii) On the day of the Inspection appointment, the owner must personally present the vehicle at the inspection site. If this is not possible:
 - a. Where the vehicle is owned by an individual: the person presenting the vehicle must provide a letter of authority signed by the owner and prove their identity by showing an acceptable form of identification, such as a Queensland driver's licence
 - b. Where the vehicle is owned by a corporation: The representative of that corporation must show a letter of authority on corporate letterhead to conduct business on behalf of the organisation, in addition to their own personal identification.

see document listing

Customer warranty of accuracy of the information provided

5. The Customer represents and warrants to QIS that the vehicle provided to QIS for inspection is the vehicle described and that all information relating to the Vehicle provided by the Customer to QIS is true and correct.

Customer indemnifies QIS and others for costs, damages, expenses

- 6. The Customer will indemnify and hold harmless QIS against all claims incurred or suffered by QIS, its employees, contractors or agents in connection with the accuracy or completeness of any information provided and any breach of a warranty or clause of this agreement by the Customer.
- 7. The indemnity and hold harmless obligation extends to and includes all costs, damages and expenses incurred in defending and/or settling any claims, including legal costs on a full indemnity (solicitor/own client) basis.
- 8. In this Agreement, Claims includes actions, proceedings, suits, causes of action, arbitrations, verdicts and judgements either at law or in equity or arising under a statute, debts, dues, demands, claims by any nature, costs and expenses.
- 9. The obligation to indemnify and hold harmless in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Agreement. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this document.

Notification to the Police and Others

10. The Customer acknowledges that, in the event that the Vehicle fails inspection, all documents held by QIS relating to the Vehicle must be retained by QIS, photocopied and supplied to Queensland Police and the Queensland Department of Transport



Refunds and Cancellations

- 11. The Customers must provide a minimum of 48 hours notice prior to the agreed scheduled appointment if seeking a full refund of the Inspection Fee.
- 12. Cancellation of the Inspection must be made to QIS in writing, via the "Contact Us" link on the website, phone call notification will not be accepted.
- 13. Refunds will be provided in the form of a credit of any funds debited from the Customers Credit Card or where payment has been made by EFTPOS.