



Clean Getaway
CAR DETAILING

TERMS AND CONDITIONS OF SERVICE

DEFINITIONS

We/Us/Our means Clean Getaway Car Detailing - ABN: 15 866 149 438

You/Your means the vehicle owner and includes any person acting with apparent authority on behalf of the vehicle owner
Service means the service we agree to provide to you.

OUR SERVICE

1. We have agreed to provide you with a vehicle cleaning and/or detailing service and you have agreed to pay our fee in accordance with this Agreement. You accept this Agreement by proceeding to use our service and you acknowledge that in the case of repeat services this Agreement shall always apply unless we notify you in writing otherwise. In delivering our service we use:
 - a) purpose built machines; and
 - b) purpose built tools, aids and equipment; and
 - c) purpose manufactured products and chemicals; and
 - d) manual labour
2. Accordingly our service will involve the application pressure and friction to your vehicle, its parts, accessories and all of its surfaces.

YOUR OBLIGATIONS

3. REMOVE all personal belongings, money, dangerous or personally significant other items from your vehicle prior to service.
4. ADVISE US IN WRITING ON THE CLIENT SCHEDULE BELOW OR BY WRITTEN ELECTRONIC MESSAGING (EMAIL OR SMS) of any special considerations or requirements or restrictions you may have regarding the service. Where you have not advised us in accordance with this clause we are entitled to assume there are no special considerations.
5. You have informed yourself to your own satisfaction and you WARRANT to us that the service you have requested is suitable for your vehicle and all of its components and that your vehicle is capable of withstanding the service you have requested.

Where our service takes place at a location other than our premises then you must ensure that LOCATION is lawful and suitable for the nature of the service you have requested and you understand and agree that pollutants such as oil, grease and brake dust will be washed off your vehicle at the location of its service.
- 6.

OUR OBLIGATIONS

7. We shall provide you with quality service which is of an industry standard.
8. If there is probable and clear cause that we failed to fulfil the requested service then we will redo the uncompleted or unsatisfactory portion of the service free of charge.
9. Where there is probable and clear cause of our negligence we shall remedy any direct damage related to your vehicle only and not any direct, indirect or consequential damage or loss to you or any third party.

LIMITATION OF LIABILITY

10. We shall not be held liable to you or to any third party for any loss, damage, cost (including legal costs on a solicitor – client basis), expense, personal injury, legal proceedings of a criminal or civil nature arising out of or in relation to the vehicle in connection with the provision of our service other than that arising out of our negligence where there is probable and clear cause of such negligence.
11. Accordingly you agree to indemnify us for any loss, damage, cost (including legal costs on a solicitor –client basis), expense, personal injury, legal proceedings of a criminal or civil nature experienced by you or any third party arising out of or in relation to the vehicle in connection with the provision of our service other than that arising out of our negligence where there is probable and clear cause of such negligence.
12. Our liability in negligence under Clauses 7 shall be strictly limited to where there is probable and clear cause of such negligence and, further, strictly limited to direct damage related to your vehicle in the form of repair or replacement as the case may be. Further, our liability in negligence under Clause 7 shall not extend to any indirect or consequential damage or loss to you or to any loss whatsoever experienced by any third party.

BOOKINGS

13. We shall endeavour to adhere to agreed booking times; however we cannot guarantee your booking will proceed at the arranged time. If it is necessary for us to change your booked time we shall endeavour to give you adequate notice and accommodate a mutually suitable alternative time.
14. Any times given for the duration of our service are estimates only.
15. We reserve the right to refuse or deny any booking.

CANCELATIONS

16. You may cancel a booking without penalty with 24 hours notice, where you have provided more than 1 hours notice but less than 24 hours notice then we may charge you 25% of the service fee.
17. Where you have not given notice of a cancellation then we may charge you the full cost of the booked service.
18. Failure to present for a booking at the time and location of the ordered service may result in the full value of the service being charged.

PAYMENT

19. We shall provide you with a price quote or estimate prior to your service.
20. By booking our service you agree that we may pre-authorise our fees where credit cards are provided. By using our service or cancelling a booking or failing to present for a booking you agree and authorise us to deduct our fees from any payment security you have provided to us (such as credit card or deposit) in accordance with this agreement.

CLAIMS REGARDING OUR SERVICE

21. Any claim against us you wish to make under Clause 7, Clause 18 or Clause 19 must be notified to us in writing within 24 hours of the completion of our service by way of email to accounts@cleangetaway.com.au together with photographs. Failure to notify us in accordance with this clause shall mean your claim may be refused by us for non-compliance with this clause.

SERVICE REQUESTED

YOUR SPECIAL CONSIDERATIONS _____
REQUIREMENTS OR RESTRICTIONS: _____

