

Rodney Automotive Limited T/A Helensville Mechanical Services

Terms and Conditions

The following terms and conditions are in place to ensure we maintain a safe and fair workshop.

Acceptance of Terms and Conditions

As a customer of Rodney Automotive Ltd t/a Helensville Mechanical Services (here after known as Helensville Mechanical, we, us or our) you accept these terms and conditions.

Changes to Terms and Conditions

These Terms and Conditions may be changed from time to time without prior notice. All changes will be effective immediately upon posting change on our website. It is the responsibility of our customers to be familiar with the latest Terms and Conditions. Your ongoing use of the Helensville Mechanical services represents your agreement to these Terms and Conditions.

Pricing

1. All prices published on the Helensville Mechanical website are in New Zealand dollars and include 15% Goods and Services Tax (GST)
2. All pricing given over the telephone are estimates only, for accuracy you will be given a written quote after our team assess your vehicle onsite.
3. Helensville Mechanical's estimated pricing shall not be deemed binding as the actual price can only be determined upon completion of the works. Helensville Mechanical undertakes to keep the customer informed should the actual price look likely to exceed the original estimate.
4. Helensville Mechanical's quoted price shall be binding provided that the customer accepts the quotation within 30 calendar days of issue. Helensville Mechanical reserves the right to change the price in the event of a variation to Helensville Mechanicals quotation.

Customer Obligations

1. Payment Terms
 - 1.1. Unless we agree prior to work commencing on your vehicle, payment in full will be required on collection of the vehicle. Your vehicle will not be released until the full payment is complete. Please do not ask for credit as refusal may offend.
 - 1.2. WINZ Payments – If you require a quote for WINZ, please advise prior to work starting on your vehicle. We must have payment confirmation prior to work being carried out.
 - 1.3. Helensville Mechanical reserves the right to hold a vehicle until payment in full has been received. A daily storage fee of \$10.00 plus GST per day may be imposed.
 - 1.4. Where the Customer has left any vehicle or item for repair, modification, exchange or for the Mechanic to perform any other services in relation to the vehicle and the Mechanics have not received the full balance, or the payment has been dishonoured, The Mechanic shall have a lien on the vehicle or item (the right to retain the vehicle or item for the full amount while the Mechanic is in possession of the vehicle). We have the right to sell the vehicle or item in accordance with the provisions of the Wages Protection and Contractor's Lien Act, Repeal Act 1987 and may claim from the customer any monies that remain owing to the Mechanic after such disposal.
 - 1.5. Should Helensville Mechanical agree to release a vehicle prior to payment being made, and payment is not made with 24 hours of the vehicle being released, we reserve the right to add a 10% plus GST per day late payment fee.
 - 1.6. If you do not pay in full, Helensville Mechanical may instruct a third-party agent to recover the amount owing at your expense. This includes but is not limited to Collection Agent fees, Trace agent's fees, Lawyer's Fees, Court Fees.
2. Customer
 - 2.1. While your vehicle is in our workshop all vehicles are stored and driven at the owner's risk. When leaving your vehicle with Helensville Mechanical please ensure that all valuables are removed as we will not be responsible for the vehicle's contents. While we will attempt to put right any issues that may arise of our negligence, we will not be liable for any loss or damage to the vehicle or property stolen, damaged or lost while in our care. Leaving your vehicle at our workshop is confirmation that you agree to these terms.

- 2.2. The customer shall not be entitled to set off against or deduct from the price any sums owed or claimed to be owed to the Customer or by the supplier no to withhold payment of any invoice because part of that invoice is in dispute.
- 2.3. In the event of any breach of this contract by Helensville Mechanical the remedies of the customer will be limited to damages which under no circumstances exceed the price of the parts.
- 2.4. Helensville Mechanical shall be under no liability whatsoever to the customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the customer arising out of a breach by Helensville Mechanical of these terms and conditions.
- 2.5. The customer hereby disclaims any right to rescind or cancel any contract with Helensville Mechanical or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the customer by Helensville Mechanical and the customer acknowledges that the works are bought relying solely upon the customers skill and judgement.

Product Guarantee

1. All products are guaranteed free of any manufacturing defects for a period of 6 months (unless stated otherwise). If you experience any product issues/problems, please call us first and we will advise of the correct measures to remedy such problems. Our sole obligation will be to repair or replace any defective merchandise due to any manufacturing defects so long as the product has been used correctly with Helensville Mechanical recommendations. Helensville Mechanical does not warrant damage resulting from misuse, incorrect installation, or improper storage. Helensville Mechanical is not liable for any incidental or consequential damage.
2. Subject to the conditions of warranty set out by Helensville Mechanical warrants that if any defect in any workmanship of Helensville Mechanical becomes apparent and is reported to Helensville Mechanical within the earlier of 12 months of the date of delivery of 20,000 kilometres (time being of the essence) then Helensville Mechanical will either (at our sole discretion) replace or remedy the workmanship.
3. The condition applicable to the warranty given are.
 - 3.1. The warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - 3.1.1. Failure on the part of the Customer to properly maintain any works; or
 - 3.1.2. Failure on the part of the Customer to follow any instruction or guidelines provided by the Supplier; or
 - 3.1.3. Any use of any Works otherwise than for any application specified on a quote; or
 - 3.1.4. The continued use of any Works after any defect become apparent or would have become apparent to a reasonably prudent operator or user; or
 - 3.1.5. Fair wear and tear, any accident or act of God
 - 3.2. The warranty shall cease, and Helensville Mechanical shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered, or overhauled without Helensville Mechanical's consent.
 - 3.3. In respect of all claims Helensville Mechanical shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customers claim.
 - 3.4. For parts not manufactured by Helensville Mechanical, the warranty shall be the current warranty provided by the manufacturer of the parts. Helensville Mechanical shall not be bound by nor be responsible for any term, condition, representation, or warranty other than that which is given by the manufacturer of the parts.
4. Second Hand Parts – In the case of second-hand parts, the Customer acknowledges that they have had full opportunity to inspect the said parts and that they accept the same with all faults, as is and acknowledges that no warranty is given by Helensville Mechanical as to the quality or suitability of the part(s) for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. Helensville Mechanical shall not be responsible for any consequential loss or damage whatsoever arising out of the use of second-hand parts.

Indemnity

1. Should Helensville Mechanical agree to undertake work fitting second hand parts or parts supplied by the Customer to the vehicle, the Customer indemnifies the Company from all claims, demands, proceedings or actions including judgement costs and legal fees arising because of ineffective parts.

The Customer acknowledges and agrees that Helensville Mechanical gives no warranty and shall not be liable for the condition of the parts or effectiveness of the parts.

2. Except where we have expressly accepted responsibility to you under these Terms, you will keep Helensville Mechanical protected against any legal action taken against us and pay costs, losses, or expenses we incur in connection with your use of our services or any failure by you to comply with these Terms.

Force Majeure

Neither party shall be liable for any default due to an act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm, or any other event beyond the reasonable control of either party.

Loan Cars

Loan cars shall always remain the property of Helensville Mechanical.

1. Insurance
 - 1.1. The Customer agrees, unless otherwise agreed in writing with Helensville Mechanical that it is bound by the provisions of the insurance provided to Helensville Mechanical by its insurers and that the Customer shall be liable for any excess as is applicable.
 - 1.2. An excess of \$500.00 will apply for each claim
 - 1.3. Window glass damage or breakage may carry a separate excess.
 - 1.4. In the event insurance is rendered invalid by any action of the Customer then the Customer shall be liable to Helensville Mechanical for the full cost of repairing or replacing the loan car (whichever is the lesser).
2. Loan Cars – General
 - 2.1. The loan car is returnable on demand by Helensville Mechanical.
 - 2.2. The loan car may only be driven during the period of loan by the Customer and then only if they hold a current full driver's licence.
 - 2.3. The Customer shall.
 - 2.3.1. Ensure that all reasonable care is taken in handling and parking the loan car and that it is securely locked when not in use; and
 - 2.3.2. Keep the loan car in the customers own possession and control and not allow the use of the loan car by any third party; and
 - 2.3.3. Not make any alterations to the loan car (including but not limited to making any additions to, defacing or erasing any identifying marks, plate, or number on or in the loan car or in any other manner interfere with the loan car; and
 - 2.3.4. Keep the loan car complete with all parts and accessories, clean and in good order as delivered and shall comply with any maintenance schedule as advised by Helensville Mechanical to the Customer. If the loan car is not returned in clean condition, Helensville Mechanical reserves the right to charge the Customer for all costs it incurred in cleaning the car.
 - 2.3.5. The Customer acknowledges and agrees that they shall not permit any form of change to be applied in relation to the loan car and further agrees that they shall not be entitled to any form of lien over the loan car.
 - 2.3.6. The Customer shall be liable for any parking or traffic infringements, or related impoundment, towage, and storage, and will supply all relevant details as required by the Police (and/or Helensville Mechanical) relating to such infringements or other offences.
 - 2.3.7. The Customer, by signing this agreement, accepts that they shall be liable to Helensville Mechanical for any loss of or damage to the loan car and consequential loss to the full extent of any insurance excess (where applicable).
3. Refilling with Petrol
 - 3.1. We do not charge for the use of our loan cars; however, the car is required to be refilled with fuel upon its return to Helensville Mechanical. Verification of refuelling will be requested in the form of the fuel receipt to be witnessed by a staff member at Helensville Mechanical on the return of the vehicle.
 - 3.2. Any loan cars not refilled with a receipt as evidence will be invoiced at the current daily rate advertised by Caltex/Gull Helensville plus a 20c per kilometre surcharge.

General Terms

In the event of a dispute arising in relation to these Terms and Conditions, the New Zealand courts will have non-exclusive jurisdiction over such a dispute. If we do not exercise or enforce any right available

to us under these Terms, this does not constitute a waiver by us of those rights. We may transfer this agreement or any benefit or obligation of this agreement to any person without notice to you. You may not transfer any benefit or obligation to any other person without our written consent. Each part of these Terms is separately binding. If for any reason any part cannot be relied on, all other parts remain binding.

Complaints Procedure

If you are not satisfied with the work done to your vehicle.

1. Firstly, discuss this with the Manager or Service Manager.
2. Alternatively, put your complaint in writing addressed to

The Manager
Rodney Automotive Limited t/a Helensville Mechanical Services
90 Mill Road
Helensville 0800

Or

Email: service@hellmech.co.nz

3. If your complaint or concern is not satisfactorily resolved by discussion or in written reply, please contact the Motor Trade Association (MTA) Mediation Service, toll free on 0508 682 633

Health and Safety

Helensville Mechanical Services recognises that the health and safety of all staff and Customers is of the utmost importance and vital to the success of our business. As such we aim to continuously improve health and safety in the workplace through consultation and increased health and safety awareness of management and workers.

1. Through the co-operative efforts of management and workers, we are committed to.
 - 1.1. Complying with the Health and Safety at Work Act 2015, and all other legislative requirements and relevant codes of practice
 - 1.2. The provision and maintenance of a work environment that is without risks to health and safety
 - 1.3. The provision and maintenance of safe systems of work
 - 1.4. Ensuring that management understands health and safety management relative to their position
 - 1.5. The safe use, handling, and storage of plant, substances, and structures
 - 1.6. The provision of adequate facilities for the welfare at work of workers in carrying out work for the business or undertaking, including ensuring access to those facilities
 - 1.7. Providing the information, training, instruction, and supervision necessary to maintain a healthy and safe workplace
 - 1.8. The provision of any information, training, instruction, or supervision that is necessary to protect all persons from risks to their health and safety arising from work carried out as part of the conduct of the business or undertaking, and
 - 1.9. Ensuring that the health of workers and the conditions at the workplace are monitored for the purpose of preventing injury or illness of workers arising from the conduct of the business or undertaking.

The focus of Rodney Automotive Limited, Hayfield Motorcycles Limited t/a Helensville Mechanical Services' health and safety management system is preventing hazards. We will develop a framework for health and safety management and a plan for systematic risk assessment and control of hazards, to progressively improve safe behaviours and safe systems of work across the business.

Emails, Newsletters and Service Reminders

Helensville Mechanical may send you emails relating to services and other activities on the website and for promoting and marketing other Helensville Mechanical services to you including new services, products, or specials on offer. You may also receive reminder notices for Wof or servicing. If you do

not wish to receive these reminders, please contact us at service@hellmech.co.nz to have your name deleted from our list.

Privacy Act 1993

If you are an individual, you have rights under the Privacy Act 1993 to access information held by us, and to request the correction of such personal information. In respect of such personal information, you

1. Authorise us to obtain personal information about you, via your use of Helensville Mechanical and our services.
2. Authorise us to use your personal information for direct marketing and promotional activities, research and development purposes, identity verification and otherwise in respect of the provision of our service to you.
3. Agree that further notification to you of the purpose of the collection of your personal information is unnecessary and non-compliance with the requirement of Principle 3 of the Privacy Act 1993 is authorised.