

1. About Us

a. Capital Car Buyers is operated by Lennox Motors Pty Ltd ABN 25 646 352 527 LMCT 17 00 563 (**we or us**).

2. Use Of Website

a. Your viewing and use of this website is governed by and subject to these terms and conditions.

b. By using the website you irrevocably submit that you have read, understood and agree to be bound by these terms and conditions and have had the opportunity to ask any questions in relation to this website by telephoning us on 02 6282 2022 or emailing us at reception@lennox.com.au.

c. You agree to only access the website for personal, non-commercial, legitimate and lawful purposes and we may in our absolute discretion withdraw or restrict your access to the website at any time and for any reason.

3. Application for Valuation

a. You may apply to receive an estimation for your car or other vehicle of the kind listed on this website (**car**) by completing the free instant online valuation request form (**valuation request form**).

b. By submitting a valuation request form, you represent and warrant to us that all information provided by you is complete and accurate.

4. Assumptions

a. Upon receipt of the valuation request form we will make assumptions that your car:

i. Has full 12 months registration;

ii. Is in an excellent condition;

iii. Does not have personalised registration plates;

iv. Is not imported (whereby the car is not traditionally or regularly imported by the manufacturer);

v. Has no damage;

vi.

1. Has an accurate odometer reading and/or record of distance or hours travelled;

2. Has a working odometer;

3. Has not had the odometer replaced; and
4. If older than 7 years, the vehicle has travelled 15,000km per year

vii.

1. Has had no previous major accident damage;
2. Is not on the Written Off Vehicle Register (as maintained by the various Australian roads and licensing authorities, e.g. RMS);

viii. Has not been partially or fully immersed in water;

ix. Has no mechanical, electrical, structural or aesthetic defects;

x. Has no non-factory approved parts or non-standard paint work or colouring;

xi. Has not ever been used for public or private hire, rental, driving tuition or as an emergency vehicle; and

xii. Has 2 sets of keys;

xiii. Has a full franchise service history and service books.

5. Representations & Warranties

a. You represent and warrant that:

i. You are legally capable of entering into a binding contract to sell the car; and

ii. You are the sole owner of the car; or

iii. You have clear title to and the unfettered right to sell the car and the car is not subject to a security interest of any kind including without limitation under the *Personal Property Security Act 2009* (Cth) (**PPSA**) which will not be released at or before the time of any sale.

6. VALUATIONS

a. An estimation provided to you through our website or by email (**online valuation**) is based upon the information you provided us about the car and taking into consideration the assumptions, representations & warranties detailed at clauses 4 & 5.

b. The online estimate is a guide only based upon what you tell us about the car and our assumptions and is not a price at which we are bound to buy the car or an offer to buy the car.

c. The online estimate is valid for 7 days from the date it is provided to you.

- d. After you have received an online estimate, you may book an appointment for an inspection.
- e. We will always carry out an onsite inspection of a car before we offer to buy it.
- f. Upon carrying out an on-site inspection of a car, we will provide a further estimate (**onsite valuation**) and may offer to buy the car for a price (**Price**).
- g. The onsite valuation is valid for 24 hours from the time it is provided to you.
- h. The onsite valuation price may differ to the online estimate price for reasons including, but not limited to, because the car is found to have different particulars to those provided by you or assumed by us at the time of the online valuation.
- i. The online estimate and onsite valuation are subject to change prior to any contract of sale being signed due to factors including, but not limited to changing market values of vehicles and stock levels.
- j. The online estimate and onsite valuation are provided on a strictly “subject to contract” basis and we have the absolute right to withdraw the online estimate or onsite valuation at any time without legal consequence or liability to us or you.
- k. If we offer to buy the car and you accept, a contract for the sale of the car will only be made (**Contract**) if and when you and we sign a Contract for the sale of the car we have provided you.
- l. Prior to the Contract being made, you are required to provide us:
- i. All of the car’s keys (master/s and copies);
 - ii. The car’s current registration certificate and proof of ownership documentation;
 - iii. The car’s service history, owners manual & service books;
 - iv. Any accessories;
 - v. 100 points of ID including at least 1 photo ID; and
 - vi. Your bank account name, BSB and account number.
- m. When the Contract is made, you will remove your personal belongings from the car. Any personal belongings which remain with the car after the Contract is made become the property of Lennox Motors Pty Ltd to dispose of or sell at our sole discretion.

7. Finance

- a. We may agree to purchase a car despite it being subject to a security interest provided that we receive an acceptable written statement from the security interest holder confirming the amount required to settle the security interest.
- b. We will only pay a security interest holder such sum as we agree with you in writing. We will make payment to the security interest holder as soon as reasonably practicable after we enter a Contract with you and following receipt of any sum due from you under clause 7.c.(ii) below.
- c. If the Price is:
 - i. higher than the security interest settlement figure to fully settle any sum outstanding under any agreement, we will pay you the difference; or
 - ii. lower than the settlement figure required to fully settle any sum outstanding, you must pay us the difference by clear funds as a pre-condition to us purchasing your car.

8. DELIVERY

- a. You are responsible for delivering the car to our chosen designated premises at your own expense.
- b. You may not leave the car at our designated branch unless you have signed a written contract with us and we have agreed to take possession of the car at that time.
- c. On delivery of the car you will provide us with 100 points of ID (which includes at least 1 form of photo ID).

9. Price and Payment

- a. Once you have handed over the car in accordance with clause 6.l, we will pay you the price for the car less the amount of any administration fee and any amount we pay a security interest holder on your behalf under clause 7.

10. Liability and Indemnity

- a. Subject to clause 10.b, we (including our officers, employees, and related bodies corporate and agents) will not be liable for any loss, damage, cost or expense (including indirect or consequential loss) suffered or incurred by you arising out of the sale of any car.
- b. You may have rights under the Australian Consumer Law (as set out at Schedule 2 to the *Competition and Consumer Act 2010 (Cth)*) or under other Commonwealth, State or Territory laws which mean that we cannot fully exclude our liability to you under clause 10.a. If that is the case, but we are still able to limit some of our liability to you, then to the extent permitted, our liability to you shall be limited to:
 - i. In the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and

ii. In the case of a car, the cost of replacing the car, supplying an equivalent car or having the car repaired.

c. To the full extent permitted by law, you agree to indemnify us (including our officers, employees, related bodies corporates and agents) for the full amount of any claim, suit or demand and all associated costs (including, without limitation, legal costs on a full indemnity basis) made by you or any other person in relation to a sale or your use of the website. This clause survives termination of the Contract for any reason and does not merge upon completion.

d. We hold the benefit of the exclusions and indemnities in this clause 10 that are in favour of our officers, employees, related bodies corporate and agents on trust for them.

11. Privacy

a. We protect the privacy of individuals in accordance with the *Privacy Act 1988* (Cth) (**Privacy Act**).

b. You agree that we will only collect, hold, use, disclose or otherwise deal with any personal information (as defined in the Privacy Act (**Personal Information**)) disclosed by you to us for the purpose in which it was disclosed.

c. The Personal Information collected from you at the time of completion of the valuation request form and otherwise in connection with the Contract, our website or these terms and conditions is collected by us for the purpose of complying with the Contract and these terms and conditions and may be disclosed to our related bodies corporate and other third parties (such as financiers and roads and licensing authorities for this purpose.) It is not likely that your Personal Information will be disclosed by us to any third parties located overseas unless this occurs as part of the ordinary use of the Internet or an email address you have given us. We are required and/or authorised to identify the sellers of cars under applicable Commonwealth, State and Territory legislation including the Motor Dealers & Repairers Act. Details are available in our Privacy Policy which may be accessed by clicking on Privacy Policy at www.lennock.com.au.

d. We may also use the Personal Information collected from you at the time of completion of the valuation request form and otherwise in connection with a valuation or a Contract to contact you with information about our or our related bodies corporate products and services. This contact may be by mail, email, SMS, telephone or other electronic means. If you no longer wish to be contacted for these purposes, you can let us know at any time, using the contact details in www.lennock.com.au's Privacy Policy (available at www.lennock.com.au). Your consent to receiving this information will (unless you have opted out) remain current until you advise us otherwise.

e. Lennock Motors Pty Ltd's Privacy Policy contains information about how individuals may access and correct Personal Information held about them and complain about a breach of privacy and how we will deal with such a complaint. Any queries about privacy can be

directed to our Privacy Officer, by email: reception@lennock.com.au or by telephone on 02 6282 2022.

12. General

- a. You expressly consent to us, or our representatives, contacting you by email, telephone, SMS or other electronic means for a period of up to 90 days after you have submitted a valuation request form to determine your requirements for an onsite valuation of that car and thereafter the potential sale of that car.
- b. Ownership in the car transfers from you to us in accordance with the Contract.
- c. In the event you fail to comply with any of these terms and conditions or the Contract and/or you have misrepresented the car by act or omission, we reserve the right to withdraw any offer to buy the car with immediate effect and/or terminate any Contract.
- d. Except to the extent any specific State, Territory or Commonwealth laws apply, these terms and conditions shall be governed by and construed in accordance with the law for the time being in force in ACT and the parties submit to the non-exclusive jurisdiction of the courts of ACT.
- e. In the agreement, a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them.
- f. If any provisions of these terms and conditions are found to be invalid or unenforceable, then that provision will be read down or severed and that invalidity or unenforceability does not affect the validity or enforceability of the other terms and conditions.
- g. Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.