

TERMS & CONDITIONS

1. Preliminary matters

1. The valuation platform operated by the Suttons ("we/ us/ our"). We operate a Pre-Owned vehicle valuation service via our Websites ("Valuation Platform"). The Valuation Platform allows people ("Users") to request a valuation on their Pre-Owned Vehicle ("Valuation Request") from us. Once a User has submitted a Valuation Request, including all required information, we will issue to the User a conditional value of the Pre-Owned Vehicle in accordance with clause 3 ("Online Value").
2. These terms and conditions form a contract between us and you for your access and use of the Valuation Platform ("Valuation Terms").
3. If you do not agree to these Valuation Terms, you must not use or access the Valuation Platform.
4. We reserve the right to amend these Valuation Terms from time to time without giving specific notice to you. We will publish the amended Valuation Terms on the Valuation Platform.
5. You should periodically review the Valuation Terms and, if you do not agree with any of the changes, you must cease using or accessing the Valuation Platform. By continuing to use the Valuation Platform, you will be deemed to have accepted the changes to the Valuation Terms.
6. We are a Licensed Motor Dealer.

2. Access

1. By accessing or using the Valuation Platform, and by clicking "I agree":
 1. you acknowledge that you have read, understood and agree to be bound by these Valuation Terms;
and
 2. agree that these Valuation Terms will apply to all Valuation Requests and Online Values via the Valuation Platform.
2. The Valuation Platform is only available for use by people located in Australia. If you are not located in Australia, you must not use the Valuation Platform.
3. You must:
 1. comply with these Valuation Terms;
 2. provide all information requested by us; and

3. describe the Pre-Owned Vehicle accurately.
4. You should undertake your own investigations and enquiries to determine whether the Online Value is a reasonable price for the sale of the Pre-Owned Vehicle. You acknowledge that we are not making any recommendation to you in relation to any potential sale of the Pre-Owned Vehicle.
5. By using the Valuation Platform, you warrant and represent to us that:
 1. you have attained the legal age to sell a vehicle in your applicable jurisdiction;
 2. you are located in Australia;
 3. any information that you submit (including all information about the Pre-Owned Vehicle, your name, contact number, email address and address) is truthful and accurate; and
 4. your use of the Valuation Platform and associated services does not violate any applicable laws or regulations.
6. You are responsible for your own internet connection, telecommunications and data costs when accessing and using the Valuation Platform.
7. We may, from time to time and without notice, make changes to the Valuation Platform (including adding or removing functions) or cease, interrupt or withdraw access to the Valuation Platform for any reason, including for upgrades and maintenance of the Valuation Platform.

3. Online Value

1. You may apply to receive an Online Value for your Pre-Owned Vehicle by completing the Valuation Request on the Valuation Platform.
2. By completing the Valuation Request and submitting it to us, you warrant that the Pre-Owned Vehicle:
 1. is in the condition warranted by you at the time of submitting the Valuation Request (i.e. Excellent Condition, Good Condition, or Poor Condition as set out and defined in clause 3(c));
 2. has an accurate odometer reading and/or record of distance or hours travelled;
 3. has a working odometer which has not been replaced;
 4. is less than ten years old and has travelled less than 150,000km;
 5. is not on the Written Off Vehicle Register (as maintained by the various Australian roads and licensing authorities.)
3. A Pre-Owned Vehicle is deemed to be:
 1. in excellent condition if it has no Minor Defects and no Major Defects ("Excellent Condition");
 2. in good condition if it only has Minor Defects and has no Major Defects ("Good Condition");

3. in poor condition if it has more than three Major Defects ("Poor Condition").
4. By submitting the Valuation Request with respect to the Pre-Owned Vehicle, you further represent and warrant that:
 1. the warranties given in clause 3(b) are true and correct in respect of the Pre-Owned Vehicle ;
 2. you have full legal authority to sell the Pre-Owned Vehicle;
 3. you are the sole owner of the Pre-Owned Vehicle;
 4. you have clear title to and the unfettered right to sell the Pre-Owned Vehicle and the Pre-Owned Vehicle 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 or you have clear title to and the unfettered right to sell the Pre-Owned Vehicle subject to the release of a security interest under the PPSA no greater than the amount owing declared by you when requesting the Online Value via the Valuation Request.

4. Indicative offer

1. The Online Value is based solely upon the information you provide to us about the Pre-Owned Vehicle including the representations and warranties given by you pursuant to clauses 3(b) and 3(d). Within three days of receiving the Online Value, you may choose to submit the Pre-Owned Vehicle for a physical inspection at a Suttons Dealership, provided that the information provided by you remains true and correct.
2. Our delivery of an Online Value to you on the Valuation Platform:
 1. is an invitation to treat only;
 2. is an indicative valuation only;
 3. is not an offer by us to purchase the Pre-Owned Vehicle from you; and
 4. does not form a legally binding agreement for the purchase of the Pre-Owned Vehicle by us from you.
3. (c) We must carry out a final physical inspection of the Pre-Owned Vehicle at a Suttons Dealership before we will make a formal offer to purchase the Pre-Owned Vehicle. If we determine at the final physical inspection that the Pre-Owned Vehicle does not accord with the information provided by you in the Valuation Request or does not satisfy all of the representations and warranties given by you pursuant to clauses 3(b) and 3(d), or the Pre-Owned Vehicle presents in a condition with Appendix A "No Offer to Buy", we may advise you of the updated value of the Pre-Owned Vehicle (Final Trade-In Price).
4. We may in our absolute discretion:

1. make an offer to you to purchase the Pre-Owned Vehicle, at either the Online Value or Final Trade-In Price (as applicable), on the terms set out in these Terms and Conditions, by delivering our Vendor's Statement to Motor Dealer contract to you ("Offer"); or
 2. withdraw the Offer before it is accepted by you in accordance with clause 4(e)(2).
5. You may, in your discretion:
1. reject the Offer; or
 2. accept the Offer by confirming your acceptance of the Offer via the method made available by us ("Acceptance").
6. The Offer is valid for three days from the time it is communicated to you ("Offer Period").
7. During the Offer Period you must not drive more than 500 kilometres in the Pre-Owned Vehicle. If you do drive more than 500 kilometres during the Offer Period, we may withdraw the Offer.
8. If you accept the Offer, we will pay to you the applicable price as set out in the Offer in accordance with our Vendor's Statement to Motor Dealer contract.
9. In addition to the rights at clause 4(c), we reserve the right, in our absolute and sole discretion, not to offer to purchase the Pre-Owned Vehicle, at either the Final Trade-In Price or the Online Value or any other price, if at the time of hand-over, or during our final physical inspection of the Pre-Owned Vehicle, the Pre-Owned Vehicle does not match the description provided by you in the Valuation Request.
10. Prior to the Pre-Owned Vehicle being accepted by us, you must provide us with:
1. all of the Pre-Owned Vehicle's keys (master/s and copies);
 2. the Pre-Owned Vehicle's current registration certificate and proof of ownership documentation;
 3. the Pre-Owned Vehicle's service history, owners' manual and service books (if available);
 4. any accessories; and
 5. Your Drivers Licence
11. You give us or our nominee the right to issue a recipient created tax invoice in respect of the Pre-Owned Vehicle.
12. You acknowledge and agree that we may nominate a third party purchaser to complete the purchase of the Pre-Owned Vehicle. Where this occurs, any obligation of yours and any promise, warranty or indemnity provided by you under the Contract with respect to the Pre-Owned Vehicle is held by us on our own behalf and upon trust for the relevant third party purchaser of the Pre-Owned Vehicle. The existence of the trust established by this clause does not prevent us exercising any right under the Contract on our own behalf.
13. Title in the Pre-Owned Vehicle transfers to us or to our nominee when the Final Trade-In Price is paid in accordance with Vendor's Statement to Motor Dealer contract.

5. Valuation Platform

1. To the extent permitted by law we give no warranty that the information on the Valuation Platform is accurate, complete or up-to-date.
2. The Valuation Platform may use, or contain links to or display, the content of third parties ("Third Party Content"), including links to websites operated by other organisations and individuals ("Third Party Websites"). Third Party Content and Third Party Websites are not under our control. We do not endorse, approve or make any warranty or claim regarding Third Party Content, Third Party Websites or the products, services or information available on any Third Party Website, or in respect of the owner or operator of a Third Party Website or their conduct. If you use or rely upon Third Party Content or Third Party Websites, you do so solely at your own risk.

6. Intellectual Property

1. All material on the Valuation Platform, including the text, information, graphics, logos, design, layout, downloads and services ("Platform Content") is owned by or licensed to us and related entities.
2. Trade marks Pre-Owned on the Valuation Platform to describe third parties and their products are trade marks of those third parties ("Third Party Trade Marks").
3. You must not reproduce, transmit, adapt, distribute, sell, modify, publish or store:
 1. Platform Content or our trade marks for any purpose, other than with our prior written consent, or as permitted by law; or
 2. the Third Party Trade Marks for any purpose, other than with the permission of the relevant third party or as permitted by law.
4. All of our rights and rights of our licensors are reserved.
5. We reserve the right to aggregate and analyse data that we collect through the operation of the Valuation Platform. This may include data that is uploaded, transmitted, posted and otherwise generated by users of the Valuation Platform. With this data, we may:
 1. create datasets that may be Pre-Owned for any purpose (including commercial purposes such as licensing or selling the datasets to third parties);
 2. use the data to identify and offer you vehicles and related services (as well as goods and services of our trusted partners) that we think you may be interested in; and
 3. use data analytics tools to produce data products for third parties such as reports, statistics and datasets for purposes including research and development, performance optimisation, system and

data security, and the development of data products such as industry benchmarks, trends and indices.

7. Acceptable Use

1. You must:
 1. only use the Valuation Platform in accordance with these Valuation Terms and only for legitimate purposes including browsing and requesting Valuation Requests. If you use the Valuation Platform in an unauthorised way, we may deny you access;
 2. not use the Valuation Platform in breach of any applicable laws or regulations;
 3. not use the Valuation Platform to send spam or unsolicited messages to other users or to harvest personal information and contact details of other Users;
 4. not frame or mirror any part of the Valuation Platform without our written authorisation; and
 5. not interfere with, disrupt, or create an undue burden on the Valuation Platform.
2. Without limiting the above, you must not and must not permit a third party to:
 1. use any method or process (including data scraping, web-bots, collection or accumulation tool, robot, spider or scripted responses) for the purpose of obtaining, processing, copying, replicating, distributing, reconfiguring, republishing, viewing, assessing, analysing, modifying or repackaging the Platform Content;
 2. circumvent, disable or otherwise interfere with security-related features of the Valuation Platform;
 3. use (or attempt to use) the Valuation Platform in an unauthorised manner to identify or discover pricing, the identity of any User, or any related business methodology or systems; or
 4. do anything which will or may damage, disrupt access to or interfere with the proper operation of the Valuation Platform, or upload or permit any virus or malicious code to adversely affect the Valuation Platform or any associated equipment or data.

8. Indemnity and Liability

General indemnity

1. You agree to indemnify us, on demand, against any claim, action, damage, loss, liability, cost, charge, expense or payment which we may pay, suffer, incur or are liable for, arising from or in connection with any act you do or cause to be done, in breach of these Valuation Terms.

General limitation of liability

2. Nothing in these Valuation Terms is intended to have the effect of excluding any Consumer Guarantee that you may have under the Australian Consumer Law in schedule 2 of the Competition and Consumer Act 2010 (Cth) ("Australian Consumer Law") or any other applicable law that cannot be excluded, restricted or modified by agreement of the parties (collectively "Non-Excludable Rights").
3. Our liability to you for a breach of any Non-Excludable Right (other than a Non-Excludable Right that by law cannot be limited) is limited, at our option to any one of resupplying the services or paying the cost of supplying again, in respect of which the breach occurred, unless:
 1. the goods or services supplied are goods or services 'of a kind ordinarily acquired for personal, domestic or household use or consumption', as that expression is Used Vehicles in section 64A of the Australian Consumer Law;
 2. it is not 'fair or reasonable' for us to rely on such limitation in accordance with section 64A(3) of the Australian Consumer Law; or
 3. the relevant Consumer Guarantee is a guarantee pursuant to sections 51, 52 or 53 of the Australian Consumer Law.
4. The Valuation Platform and its contents and associated services and functionality are provided "as is". By accessing the Valuation Platform, you assume all risks associated with its use, including the risk that your computer, software or data may be damaged by any virus transmitted by the Valuation Platform or by any Third Party Content or Third Party Website. With the exception of any Consumer Guarantees that might apply, we exclude:
 1. any term, condition or warranty that may otherwise be implied into these Valuation Terms, including (but not limited to) any term, condition or warranty that:
 1. the Valuation Platform or any of its functions will be uninterrupted, available or error free;
 2. defects will be corrected; or
 3. the Valuation Platform or any server that makes it available is free of errors, viruses or malicious code;
 4. any liability due to any delay or unavailability of any part of the Valuation Platform, any of its functionality or associated services;
 5. any liability for Consequential Loss however caPre-Owned (including negligence), arising out of or in connection with the Platform Content, the use or performance of this Valuation Platform or services provided by us via the Valuation Platform
5. Subject to 8(b), our liability to you as a user of the Valuation Platform is limited to the Online Value.

09. Warranties and Representations

1. The use of the Valuation Platform is at your own risk. The Valuation Platform and its content is provided to you on an "as is" and "as available" basis without warranty or representation of any kind.
2. We (including our affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors) do not make any express or implied representation or warranty about the Valuation Platform or its content.

10. General Provisions

Governing law

These Valuation Terms are governed by the laws of New South Wales, Australia and the parties agree to submit to the non-exclusive jurisdiction of the Courts of New South Wales, Australia.

Privacy

Our Privacy Policy (available at <https://www.suttons.com.au/PrivacyPolicy>) is incorporated by reference into these Valuation Terms. The Privacy Policy contains important information about how you can access and correct information we hold about you, how you can complain about a breach by us of the Australian Privacy Principles and how your complaint will be handled. We use the personal information you provide to contact you in relation to your Valuation Request. We may also collect personal information by conducting searches of databases including vehicle registers and the Personal Property Securities Register in order to verify the information you provide. Without this information, we may not be able to fulfil your Valuation Request, make an Offer or complete any transaction. We may disclose your personal information to service providers assisting us with our business operations, to any third-party purchaser of the Pre-Owned Vehicle and to the relevant vehicle registration agency for the purposes of processing any such transaction and recording the change of ownership. We do not generally disclose such personal information to third parties outside Australia.

Assignment

We may assign or novate these Valuation Terms to a third party without your consent.

Entire agreement

To the extent permitted by law, in relation to the subject matter of these Valuation Terms, these Valuation Terms embody the entire understanding of the parties, and constitutes the entire terms agreed on between the parties and supersedes any prior written or other agreement between the parties.

Severability

If the whole or any part of a provision of these Valuation Terms is void, unenforceable or illegal it is severed. The remainder of these Valuation Terms continue to have full force and effect.

Contact

If you have any queries regarding these Valuation Terms, please contact our Customer Care team on (02) 8711 8619.

11. Definitions and Interpretation

1. In these Valuation Terms, unless the context otherwise requires:

1. Suttons Dealership includes the following Suttons dealerships: listed at <https://www.suttons.com.au/dealerships>
2. Suttons means Suttons Homebush Pty Ltd ABN 3600970080 and its respective related bodies corporate and related entities (as defined in the Corporations Act 2001(Cth)).
3. Consequential Loss means loss or damage that is not direct or does not flow naturally from the relevant act or omission in breach of these Valuation Terms and includes, without limitation, loss of profits and loss of opportunity.
4. Licensed Motor Dealer means we hold the following license: MD35
5. RedBook means Automotive Data Services Pty Ltd.
6. Pre-Owned Vehicle means your existing car or other vehicle which you offer to us or our nominee;
7. you, your means you as the User of the Valuation Platform.
8. Websites means the websites operated by Suttons:
 1. <https://www.suttons.com.au/dealerships>

2. In these Valuation Terms, except where the context otherwise requires:

1. the singular includes the plural and vice versa, and a gender includes other genders;
2. headings are for convenience only and do not affect interpretation or construction;
3. another grammatical form of a defined word or expression has a corresponding meaning;
4. a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
5. a reference to 'A\$', '\$A', 'dollar' or '\$' is to Australian currency;
6. a reference to a 'party' is to a party to these Valuation Terms, and a reference to a party to a document includes the party's officers, employees, executors, administrators, successors and permitted assigns and substitutes;
7. a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

8. the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
9. a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of these Valuation Terms agreement or any part of it; and
10. a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

Instant Price 'Inspection'

Appendix A - "Passable Condition" Guide

Conditional Quote Price Adjustments Affected area;

1. Exterior panel damage - scratches
 - Adjustment amount: \$500
 - Material damage requiring complex repair
 - heavy scratches over multiple panels
2. Lights
 - \$500 per affected light
 - Cracked or smashed lights/indicators
3. Exterior panels Hail damage
 - Adjustment Amount: Nil, \$500, POA
 - 1-4 incidents
 - 5 – 10 incidents
 - >10 incidents - Hail (POA or dealer discretion)
4. Seats
 - Adjustment amount: \$500
 - Wear and tear and staining to prominent areas
 - Torn lumbar supports over 5cm
 - Collapsed (torn) lumbar supports
 - Missing prominent trim (levers, switches, side covers)
5. Trim/dash
 - Adjustment amount: \$500
 - Wear and tear and staining to prominent areas
 - Heavy scratching/scuffing to plastic trim (over 5cm)
 - Missing prominent trim (significant door trim, handles, prominent upper dash pieces)
 - Non-removable stains to prominent areas

- Holes/cracks in dash

6. Cargo Area Passenger

- Adjustment amount: \$500
 - Worn Carpet
 - Torn Carpet
 - Scratched/scuffed trim
 - Missing trim pieces

7. Cargo area (commercial)

- Adjustment amount: \$1000
 - Surface rust in tray
 - Damaged tonneau cover
 - Dents and scuffs to tub/lid/canopy

8. Engine and Road Test

- Where it is deemed that there is significant faults to cause vibration, noise, black smoke or other serious mechanical faults. Due to the uncertain nature of issues or damage to the engine or other mechanical aspects of the vehicles, chargeable items are deemed POA (dealer desecration).
 - Chargeable items
 - Motor
 - Gearbox
 - Differential/s centre
 - Transfer case
 - Steering rack/box assembly (not ends)
 - Bent or heavily corroded arms/suspension components
 - Warning lights
 - Non- Chargeable items
 - Bushes
 - Brakes
 - Rack ends
 - Shock absorbers
 - Struts
 - Springs
 - Bearings
 - Hubs
 - Axles
 - Drive shafts
 - Uni joints

- Wheel Alignment/balancing
- Tyres (inc aftermarket 4x4 tyres)
- Exhaust
- Gearbox/engine mounts
- Clutch
- Belts (alternator, power steering etc)

9. Underbody

- Adjustment Amount: Referral
 - Oil leaks that are dripping or forming a drip

10. Missing/ Inoperable Components

- Items are calculated at \$500 per instance unless otherwise stated
 - Cargo blind
 - Parcel shelf
 - Console lid
 - Headrests
 - Glove box lid
 - Sun visors
 - Speakers
 - Spare key
- Inoperable components
 - Sunroof (POA)
 - Convertible roof (POA)
 - Dvd
 - Gps
 - Stereo/radio Power windows
 - Power tailgates
 - Power sliding doors
 - Power seats

11. Missing or Incomplete service history

- Adjustment Amount: Referral
 - All vehicles with missing or incomplete service history are subject to valuation reduction

12. Damaged Rim

- Adjustment Amount: \$500
 - Cracked Rim

13. Modifications that result in the vehicle being un-roadworthy or substantially reduce its value

- Adjustment Amount: Referral

14. Structural Rust

- Adjustment Amount: Referral

15. Vehicle on Written-off vehicle register

- Adjustment Amount: Referral