

CarFinder Terms and Conditions

In these Terms & Condition, unless a contrary interpretation appears 'Agreement' refers to information contained within the Search Confirmation Form or the Vehicle Purchasing Form or these Terms and Conditions

Carfinder aims to ensure the quality of its suppliers, the level of service we provide and the vehicles we source for our clients.

For CarFinder to provide our service, we will ask you questions to help ascertain the specific information we require to find your car. We will then ask you to confirm that the details of the vehicle we are searching for are correct by sending you our *Search Confirmation Form*

Prior to commencing the search for you, we will ask you to pay our *search fee* – we will then communicate with our car sourcing channels to find a suitable vehicle. Until you agree to purchase a vehicle via our service, we will not charge you any more.

When you have agreed to buy the vehicle, and prior to you signing the purchase order or contract of sale with the supplier, we will send you our *Vehicle Purchasing Form* confirming the particulars of the relevant vehicle and charge you our final confirmation fee which is detailed on your *Search Confirmation Form*.

In sourcing vehicles for you, Carfinder seeks to ensure that relevant vehicles have been appropriately prepared before delivery with ownership transferred to you pursuant to the relevant regulations of the supplier. These may include, but are not limited to the Statutory Warranty or the Manufacturer's new car warranty (or balance thereof) and the provision of clear title pursuant to the obligations of the supplier, most likely a motor car trader.

CarFinder agrees to abide by any conditions noted in writing within this Agreement and as mutually agreed with clients.

CHANGES TO YOUR REQUIRMENTS OR CIRCUMSTANCES

Where there is a change to your vehicle requirements as outlined in this Agreement, please advise CarFinder in writing at your earliest possible convenience so that Carfinder can continue to provide an optimal service to you in respect of the change in your requirements.

Where there is a material change to your circumstances or vehicle requirements that may alter your commitment to CarFinder sourcing the vehicle described, please advise CarFinder in writing within 24 hours. This will ensure that unnecessary time is not spent by Carfinder in providing further services as outlined in this Agreement.

Where such advice relating to any material change in requirements or circumstances has not been received by CarFinder within 48 hours of it receiving your signed Search Confirmation Form and your payment, CarFinder is entitled to retain or charge fees previously paid and/or those payable by you for engaging its services under this Agreement, unless otherwise agreed with CarFinder.

These Terms and Conditions are for the purchase and/or sale of a new, demonstration or used motor vehicle and are expressly incorporated into the sales/purchase process by CarFinder and that of the vehicle supplier

By confirming below that you have read and agreed to these Terms and Conditions you also agree to the terms and conditions of the vehicle supplier and on the basis that the vehicle will be supplied as described in this Agreement and that the vehicle is not owned or advertised for sale by CarFinder. Pursuant to the obligations for the vehicle supplier, their terms & conditions will be supplied with their purchase order and/or contract of sale for the purchase of the vehicle.

You agree that, if for any reason other than material default by CarFinder, should it suffer a loss as a result of you not meeting your commitment as detailed in this agreement then you will fully compensate CarFinder for any demonstrated loss incurred.

You agree to purchase the motor vehicle described in the supplied Vehicle Purchasing Form pursuant to these Terms and Conditions.

The seller retains ownership of the motor vehicle described in the Vehicle Purchasing Form until cleared funds have been received in full payment for the motor vehicle and receipt of any other monies you owe CarFinder.

TERMINATION

Where this Agreement is lawfully terminated by CarFinder due to a breach of this Agreement by you, then you shall forfeit any fees previously paid, and/or payable to CarFinder for its services as stated in this agreement,

Where this Agreement is lawfully terminated by you due to a breach of this Agreement by CarFinder, then CarFinder is entitled to retain fees previously paid to CarFinder for the service provided up to and including the date of termination

Where you or Carfinder terminate this Agreement the relevant party must provide written notice detailing the reasons to terminate.

REFERRAL AGREEMENT

Carfinder and its associated business, FinanceFinder, have a referral agreement that allows clients, upon their approval request, to be referred from one business to the other for the provision of their respective services. Each business provides services that complement the other in the sourcing and purchasing of motor vehicles or the acquisition of finance, insurance or extended warranties. This referral agreement allows each organization to share relevant information with each other when required to facilitate the provision of services to the other's clients. In the provision of these respective services each business is bound to the confidentiality and privacy policies documented by each in handling the information supplied by you, and by one business to the other.

CONFIDENTIALITY

All information supplied by a party to another party will be treated as confidential except to the extent that it becomes public knowledge and will not be disclosed to a third party without the prior written consent of the party who originally supplied the information, or as required by Law.

PRIVACY POLICY AND USE OF INFORMATION

1. CarFinder is an organization bound by the National Privacy Principles under the Privacy Act 1988 (Commonwealth). A copy of the National Privacy Principles is available on request or from the office of the National Privacy Commissioner.
2. The kind of information CarFinder holds is that detailed within this Agreement or other information necessary to establish client requirements and identification.
3. The main purpose for which CarFinder will use this information will be to facilitate the delivery of the required vehicle, the subject of this Agreement, and to meet the requirements of vehicle suppliers, finance, insurance or warranty providers and any third party providers associated with the supply of the required vehicle and related goods and services.
4. The kinds of people which may be provided with information relating to you may include the applicable vehicle suppliers, finance, insurance or warranty providers, and any third party providers associated with the supply of the required vehicle and related goods and services, or as required by law.
5. If you apply for finance in connection with the purchase of a vehicle, CarFinder must provide your personal information to FinanceFinder for the purposes of those arrangements. This information may also be disclosed to the financier and the seller in order to give effect to this Agreement and the related goods and services.
6. If you have any queries or concerns about the way CarFinder manage your personal information, you should contact us immediately.
7. You may request access to the personal information held by CarFinder, by contacting CarFinder.

REQUEST FOR ADDITIONAL FINANCE, INSURANCE OR WARRANTY SERVICES

Please tick and initial the applicable request:



Please refer me to FinanceFinder for assistance in obtaining finance

Yes / No

Please refer me to FinanceFinder for assistance in obtaining insurance

Yes / No

Please refer me to FinanceFinder for assistance with an extended warranty

Yes / No

I hereby acknowledge that I have read and understood these Terms and Conditions and agree to abide by them to the fullest extent.

I also confirm that I have read and understood the Privacy Policy herein and that the information provided by me is true and correct at the time of signing this agreement

Customer signature

Customer name

Signed for and on behalf of CarFinder
(Internal use only)

Date