

Terms & Conditions

The Terms and Conditions listed below apply to any usage of Goods and/or Services offered by Les Kelly Panel & Paint and/or usage of the website <https://www.leskellypanelandpaint.com.au/>

1 Acceptance of Terms

By using our website and/or our services (or that of a third party supplier), you are deemed to fully agree to these terms and conditions. If you do not agree, you should advise us immediately and not use our services or website. These terms and conditions may be changed or updated from time to time without notice. Please check our website for the latest copy.

2 Indemnity

You agree to indemnify and hold Les Kelly Panel & Paint and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against Les Kelly & Paint arising out of any breach by you of these Terms and Conditions or other liabilities arising out of your use of this website.

3 Severance

If any of these Terms & Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Terms & Conditions shall be severed and the remaining Terms & Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

4 Disclaimers and Limitation of Liability

- 4.1 Les Kelly Panel & Paint Group accepts no responsibility for valuables, child safety seats or any other belongings left in the vehicle during the repair process. We encourage removal of all belongings prior to arrival at our premises or that of third party suppliers.
- 4.2 Les Kelly Panel & Paint accepts no responsibility for aged batteries which can fail when vehicles have sat for an extended time during the repair process.
- 4.3 The website is provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- 4.4 To the extent permitted by law, Les Kelly Panel & Paint will not be liable for any direct, indirect or consequential loss or damage whatever (including without limitation loss of business, opportunity, data or profits) arising out of or in connection with the use of the website or services
- 4.5 Les Kelly Panel & Paint makes no warranty that the functionality of the website will be uninterrupted or error free, that defects will be corrected or that the website or the server that makes it available are free of viruses or anything else which may be harmful or destructive.

5 Force Majeure

Les Kelly Panel & Paint shall not be liable for any failure or delay in supply or delivery of products/services where such failure or delay is wholly or partly due to any cause or circumstances whatsoever outside the reasonable control of Les Kelly Panel & Paint including but not limited to

war, strikes, lockouts, industrial disputes or unrest, government restrictions or transport delays, fire, power outages, failure attributable to third party suppliers, breakdown of plant, theft, vandalism, riots, civil commotions, accidents of any kind or act of terrorism. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

6 Governing Law

These Terms & Conditions shall be governed by and construed in accordance with the laws of Queensland, Australia and you hereby submit to the exclusive jurisdiction of the Queensland, Australian Courts.

7 Miscellaneous

Below outline the terms and conditions set out for the engagement and contracted works for your vehicle.

Furthermore, by leaving your vehicle with Les Kelly Panel & Paint to have the authorised repairs completed, you expressly agree to our trading terms and payment policy.

7.1 Warranty

We warrant our workmanship for as long as you own the vehicle. This is not transferrable to a new owner of the vehicle.

This warranty excludes any defect which has arisen by;

- Goods and/or Services provided by third party suppliers;
- Improper adjustment, operation, or use of the Goods and/or Services provided;
- Any modification or adaption of, or addition to, the Goods and/or Services by any other party than Les Kelly Panel & Paint;
- Misuse of the Goods and/or Services by any party other than Les Kelly Panel & Paint
- Operation contrary to specifications or instructions of use as prescribed by the manufacturer or Les Kelly Panel & Paint; or
- Inadequate maintenance or storage of the Goods and/or Services

7.2 Scope of Works

You (in the case of Private repairs) or The Insurer will be issued a Job Estimate that details the works to be completed on your vehicle.

- Any pre-existing damage that is not listed on the estimated Scope of Works will not be repaired.

The scope of works in insurance claims is **determined by the insurance assessor**, as per our submission of quote.

- We are not responsible for any alterations to the perception of repairs and the scope set out by your insurance assessor
- The insurance assessor may at their discretion remove repairs that are not deemed consistent with your policy and vehicle claim
- All issues with the works of this nature need to be addressed to management so these issues can be raised with your designated insurance assessor.

Although our best endeavours are made to match paint, from time to time due to vehicle condition and age, colours can vary between materials.

We will make every attempt to match and blend where possible but do not take responsibility for variations in factory colour to repairs colour when the vehicle condition is less than original.

7.3 Variation to Scope of Works (Private Repairs)

Due to the nature of our work, we can encounter variations to the quoted works once we begin repairs. When a variance is encountered, we will immediately stop work and advise you of the alternative course of repairs available before proceeding.

7.4 Payment Terms

Les Kelly Panel & Paint have strict payment terms as detailed in the original estimate.

- The total amount owing (including any excess owed that the insurer has requested us collect on their behalf) must be settled in full prior to collection of the vehicle
- If the account is not settled, you are unable to legally remove the vehicle from our premises

7.5 Estimated Repair Duration and Collections

Les Kelly Panel & Paint will endeavour to complete your vehicle as quickly as possible.

Les Kelly Panel & Paint will outline on a case-by-case basis the expected time frame for your repairs and if any variation to this is expected Les Kelly Panel & Paint will make you aware at the earliest possible time to ensure that adequate arrangements can be made.

We take no responsibility for additional costs borne by you in the case of;

- Repair and/or Parts Delays
- Planned Activities
- Rescheduling
- Force Majeure

Sometimes the scope of panel work is unknown until the work begins and by accepting our services you acknowledge that the repair time and cost is only an indication if no variances occur.

Les Kelly Panel & Paint will make contact with you to advise of job completion and arrange collection of your vehicle.

8 Website

8.1 Website Changes

Les Kelly Panel & Paint (<https://www.leskellypanelandpaint.com.au/>) reserves the right to change or remove (temporarily or permanently) the website or any part of it without notice and you accept that Les Kelly Panel & Paint shall not be liable to you for any such changes.

Les Kelly Panel & Paint may alter these T&Cs at any time and your continued use of this website and our goods and/or services is deemed to signify your acceptance of any changes.

8.2 Advice

The content of this website is designed to provide general information about the operations and capabilities of Les Kelly Panel & Paint, but does not constitute advice and should not be relied upon in making or refraining from making any decision.

8.3 Links to this website

You may not create a link to any page of this website without our prior written consent. If you do create a link to a page of this website you do so at your own risk and the exclusions and limitations set out above will apply to your use of this website by linking to it.

8.4 Links to Third Party Websites

We do not monitor or review the content or availability of third party websites which we provide links to. The opinions expressed or the material appearing on such websites is not necessarily shared or endorsed Les Kelly Panel & Paint and therefore, Les Kelly Panel & Paint should not be regarded as the publisher of such opinions or material and shall not be held liable.

Please be aware that Les Kelly Panel & Paint are not responsible for the privacy practices, or content of these websites. We encourage users to be aware when they leave our site and to read the privacy statements of third party sites. You should evaluate the security and trustworthiness of any other sites that are accessed before disclosing personal information to them. Les Kelly Panel & Paint will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

8.5 Availability

Unless otherwise stated, the services featured on this website are only available within Australia, or in relation to postings from Australia. All advertising is intended solely for the Australian market. You are solely responsible for evaluating the fitness for a particular purpose of any downloads, programs and text available through this site. Redistribution or republication of any part of this site or its content is prohibited, including such by framing or other similar or any other means, without the express written consent of Les Kelly Panel & Paint.