



TERMS & CONDITIONS OF SERVICE

These Terms & Conditions apply to all services provided by Fuel ResQ Pty Ltd. By requesting or accepting our services, the customer acknowledges and agrees to the following:

1. Payment

Payment is due immediately upon completion of the service unless prior written credit terms have been approved.

2. Payment Methods

We accept EFTPOS, major credit cards and other approved electronic payment methods.

3. Scope of Service

Our services are limited to fuel recovery, draining, flushing and any other services expressly agreed with the customer. Fuel ResQ Pty Ltd does not provide a mechanical diagnosis unless expressly agreed and does not guarantee that a vehicle will start, operate normally or be free from existing mechanical faults after the service.

4. Customer Authority

The customer confirms that they are the registered owner of the vehicle or are authorised by the registered owner, or another person legally entitled to authorise the work, to engage Fuel ResQ Pty Ltd. The customer is responsible for obtaining all necessary permission before work commences.

5. Misfuelling & Pre-Existing Damage

The customer acknowledges that starting or operating a vehicle after misfuelling may cause damage to the engine, fuel system or associated components. Fuel ResQ Pty Ltd is not responsible for damage occurring before its attendance or resulting from the vehicle having been started or operated following the misfuelling incident. Fuel ResQ Pty Ltd is also not responsible for pre-existing faults, damage, contamination or mechanical failures unrelated to the services performed.

6. Safety

Our technicians may refuse or discontinue work where conditions are considered unsafe or present an unacceptable risk.

7. Customer Instructions & Vehicle Operation

The customer agrees to follow safety, operating and post-service instructions provided by Fuel ResQ Pty Ltd. Fuel ResQ Pty Ltd is not responsible for damage resulting from the customer's failure to follow such instructions or from continued operation of the vehicle contrary to advice provided.

8. Post-Service Issues & Third-Party Repairs

Following completion of our services, the customer is responsible for arranging any further mechanical inspection, diagnosis or repair they consider necessary. Where the vehicle is subsequently inspected, repaired, modified or otherwise worked on by a third-party mechanic or repairer, Fuel ResQ Pty Ltd is not responsible for faults, damage, costs or outcomes arising from or contributed to by that third-party work. A mechanical issue arising after completion of our service does not, by itself, establish that the issue was caused by Fuel ResQ Pty Ltd or that the customer is entitled to a refund or reimbursement. Where the customer believes an issue may have resulted from our service, they should contact Fuel ResQ Pty Ltd and, where reasonably practicable, provide us with an opportunity to inspect the vehicle before further repairs are undertaken. Nothing in this clause limits rights that cannot lawfully be excluded.

9. No Fix, No Fee

Where advertised, Fuel ResQ's "No Fix, No Fee" policy applies only where the vehicle's failure to start is directly related to the service performed by Fuel ResQ Pty Ltd and there are no unrelated mechanical, electrical or pre-existing faults preventing the vehicle from operating. The policy does not apply where inaccurate or incomplete information has been provided by the customer, or where another fault or defect prevents the vehicle from starting.

10. Fuel & Environmental Handling

Recovered fuel will be returned to the customer where it is safe and suitable to do so. Any fuel retained by Fuel ResQ Pty Ltd will be stored, handled and disposed of in accordance with all applicable environmental, dangerous goods and waste-management requirements.

11. Service Standard

Fuel ResQ Pty Ltd will provide its services with due care and skill as required by the Australian Consumer Law. Nothing in these Terms & Conditions limits or excludes any consumer guarantee, right or remedy that cannot lawfully be excluded.

12. Limitation of Liability & Consumer Rights

To the maximum extent permitted by law, Fuel ResQ Pty Ltd will not be liable for indirect, incidental, special or consequential loss arising from or in connection with the services provided, including, but not limited to, loss of use, loss of income, loss of business, towing costs, vehicle downtime or other associated expenses. Fuel ResQ Pty Ltd is not responsible for pre-existing mechanical faults, damage, contamination or defects, or damage arising from circumstances outside our reasonable control. Nothing in these Terms & Conditions is intended to exclude, restrict or modify any consumer guarantee, right or remedy available under the Australian Consumer Law or any other applicable law where those rights cannot lawfully be excluded.