



Jacob Spring Worx Pty. Ltd.

Warranty: Goods & Services

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

1. to cancel your service contract with us; and
2. to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service'.

Warranty: Services

Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

1. to cancel your service contract with us; and
2. to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract'.

Repairer's lien

You may have seen a notice in your repairer's customer service area called 'Repairer's Lien'. The repairer's lien is a lawful entitlement that any repairer has a right to enforce. It is the ability of the repairer to retain possession of your vehicle until he has received payment for services that you, as the customer, have asked the repairer to carry out. The repairer's lien, in most cases, takes priority over any other interest held in the vehicle by another party, (financiers etc). If you find yourself, as a customer, in dispute with a repairer who will not release your vehicle, please contact TACC for independent advice on how to recover possession of your vehicle.

Disposal of uncollected goods

In recent years TACC has received an increasing number of enquiries from members about vehicles left at their premises waiting for payment and collection. It is always the result of the owner not responding to contact from the repairer.

The repairer is able to charge storage fees if a vehicle is uncollected after a reasonable time period, and those fees can be added to the repair invoice. Our advice to consumers is to stay in contact with your repairer at all times, provide current contact details etc, in order to avoid a situation where you may risk losing ownership of your vehicle.