

Repair Authority - Terms of Authority

This document sets out the terms applicable to repair work we authorise under a Repair Authority that incorporates these Terms of Authority.

The repair work is for our insured's property referred to in the Repair Authority (the Property).

1. Itemised Quotes

You warrant that your itemised quotation:

- (a) is prepared in accordance with our preferred quoting methodology; and
- (b) includes the manufacturer's part number that correctly matches the make, model and variant of the Property for each OEM part quoted; and
- (c) does not include any amount in respect of damage to the Property which is outside the scope of the incident description.

2. Commencing Repairs

You agree not to commence any work or repairs on the Property or any other property insured by us unless we have first authorised you to do so in writing.

You agree that if you do any work or repairs on the Property or any other property insured by us before we have authorised you in writing to do so, you will not charge us any amount for such work or repairs.

Unless we have specifically authorised you in writing, you must not provide or sublet any work to a supplier on the basis that the supplier will invoice us directly.

You agree to ask us to inspect the Property if you believe there are suspicious circumstances in respect of the damage to the Property.

You agree to tell us if you think that the Property has any damage that is not related to the incident for which the insured has lodged a claim with us.

3. Quality, Standards and Safety

You undertake to us and the insured to repair the Property in accordance with the quote as assessed and authorised by us and that:

- (a) you or any person engaged by you (including employees and subcontractors) has the experience, qualifications and equipment to properly repair the Property; and
- (b) the repairs will be carried out in a safe, sound and workmanlike manner and must:
 - (i) be in accordance with our Quality Inspection Repair Criteria (the latest version of which can be found at: <http://www.repairernetwork.com.au/nrma/repair-criteria>); and
 - (ii) be in accordance with documented manufacturers' technical specifications and repair guidelines (including those supplied by other industry agencies or authorities recognised by us); and
 - (iii) be in accordance with all specifications and standards that are mandatory by law; and
 - (iv) return the Property to its pre-accident condition (or as close to this standard as is reasonably possible), having regard to the age and condition of the Property; and
- (c) all parts authorised will be fitted to the Property; and
- (d) all parts supplied will comply with the above and:
 - (i) comply with the manufacturer's specifications; and
 - (ii) comply with our Parts Guidelines (the latest copy of which can be found at <http://www.repairernetwork.com.au/nrma/parts-guidelines>); and
 - (iii) conform to all relevant national standards set out in the Motor Vehicle Standards Act 1989 (Cth), any published Australian Design Rules and standards published by Standards Australia, and be in accordance with all specifications and standards that are mandatory by law; and
 - (iv) not compromise the safety or repair integrity of the Property; and
 - (v) not lower the resale value of the Property; and
 - (vi) not adversely affect the post-repair appearance of the Property; and
 - (vii) not void or affect any warranty or guarantee provided by the manufacturer of the Property.

You agree to comply fully with these quality and safety standards.

You agree not to undertake the repairs and that you will immediately inform us if you, your business (including staff) or any provider you engage to complete this repair (including subcontractors) do not have all current licences, certificates and other authorities required by law to repair the Property.

You agree to ensure that any repair work you do (whether under these Terms of Authority or otherwise) must not result in the Property being unsafe.

4. Customer Service

Our insured is entitled to expect repairs to be commenced and completed within a reasonable time. You must advise the insured and us if there are any delays to you starting or finishing any repair work.

You must ensure the safety of our insured throughout the repair process, including but not limited to transport you arrange for the insured.

In dealing with our insured you must not make any misleading or deceptive statements about the approach, quality, safety or timeliness of repairs managed by us.

5. Once we have authorised Repair Work

You agree that you will advise us of any:

- (a) deviation from the authorised method of repair;
- (b) additional damage; or
- (c) additional subcontracted and/or sublet work.

We may authorise such changes (referred to in our dealings as 'variations') and they will then be part of the assessed quotation.

We will not be responsible for the cost of any variations unless we have assessed and authorised them before they are commenced.

6. Terminating or suspending Repair Authority

We may immediately terminate or suspend this Repair Authority.

You must immediately cease work on the Property if we terminate this Repair Authority or we request you to suspend work.

If we terminate this Repair Authority, we may remove the Property from your possession by communicating this to you. We will pay you the fair and reasonable repair costs having regard to the circumstances including the assessed quotation, any authorised variations, the quality of the repair work and any loss or damage caused to us or the insured.

7. Moving the Property

You agree to keep the Property safe and secure at all times when it is in your custody or control. The Property must not be driven or used for any reason other than for the purpose of repairing the Property under these Terms of Authority. You must not tow or transport the Property without the prior permission of us or the insured except for the purpose of work already authorised.

You agree not to assert any right to possession of the Property as against us or the insured. You must release the Property and make it reasonably accessible and co-operate with its removal on our request or the insured's request. If you have paid a third party tow operator an amount for the towing or storage of the Property that you wish us to reimburse you for, you must provide us with the relevant invoice and such other information we may request for our assessment.

8. Invoicing and Payment

Within fourteen (14) days of completion of the repairs you must complete and forward to us the warranty section of the Repair Authority document (Warranty) along with your final tax invoice.

You must not invoice us (and we will not be obliged to pay) until:

- (a) all repair work to be undertaken by you on the insured's Property has been completed in accordance with the quotation as authorised by us; and
- (b) we have reinspected the vehicle where we have indicated to you in writing that we wish to reinspect the vehicle on completion of repairs (we may do this by, for example, marking or writing on a quotation or sending you an e-mail).

You may only invoice us for (and we will only be obliged to pay) amounts set out in an itemised quote or variation which we have authorised. You must not invoice us for any work that has not been done or for any parts or material that have not been used.

Your tax invoice must include OEM part numbers that are correct for the make, model and variant of the Property for all parts supplied.

You are to collect the excess and contribution (if any) from the insured as our agent. The amount collected may be offset by you against the amount payable by us for the repairs.

You agree that you will not charge and we will not be liable for any item or amount unless you have clearly set it out in your quotation and we have authorised and agreed to it in writing. If you are not sure if we will pay an item, you should contact us to discuss it first before including it in your quotation.

On satisfactory completion of the repairs, and the receipt of your Warranty and any associated documents (for example, all parts invoices and information associated with the sourcing of parts requested by us), we will pay you the authorised quotation price for labour plus the amount authorised for parts plus any authorised variations including GST on the total, less the excess and contribution (if any) due from the insured. Unless otherwise notified by us, the basis for the calculation of parts and subcontracted and/or sublet work will be:

- (a) all new OEM parts capped at the agreed manufacturer's list price; and
- (b) sublet and/or subcontracted work at cost plus 10%, up to a maximum of \$100.00 excluding GST, unless otherwise advised by us.

You agree to release the Property upon completion of repairs and receipt of the excess and contribution (if any).

Work completed under our authority is performed for us at our cost unless we advise otherwise in relation to a particular repair.

We may set-off any amount we owe you against any amount which you owe us or which is otherwise validly and reasonably demanded by us, regardless of whether the amount relates to this authority.

9. Supplier and parts information

You must provide us with the following as may be requested by us from time to time:

- (a) copies of any parts purchase invoices;
- (b) copies of any sublet and/or subcontracted service provider invoices; and
- (c) copies of any other associated documents.

You authorise us to obtain information from your parts or other suppliers regarding repair work, including, but not limited to, verification of parts supplied or returned. If requested, you must immediately provide us with written authority to this effect.

10. Warranties

You warrant to us and the insured in accordance with the Warranty. You agree your Warranty includes a warranty by you on all materials, parts and paint you supply or use in the repair work to the extent that the manufacturer, distributor, supplier or importer of that material, part or paint is liable under an express warranty or under the law.

Whilst we offer our insured a lifetime guarantee on the workmanship of all repair work we authorise, you provide your Warranty on your workmanship for a period as required by the law (and being not less than three (3) years from the date the repair work is completed). Your Warranty is in addition to any warranties or guarantees under the law.

You warrant and represent to us that the insured has not assigned to you any of the insured's rights or benefits under the insured's insurance policy including any right or benefit in relation to having the Property repaired, and you agree not to obtain or accept such an assignment.

You warrant and represent to us that you have no actual or potential conflict of interest in relation to the repair of the Property. You agree not to obtain or accept such a conflict of interest.

11. Rectifications

If, during the period of your Warranty or a warranty or guarantee under the law, we find that any repair work performed by you or paint, parts or materials used by you in repairing the insured's Property for us are defective or do not comply with the standards required by these Terms of Authority we will, (where practicable, and where the insured consents, and if we believe you can safely do so), give you first option to rectify the defect. You will fix the defect at your expense and pay us our reasonable costs. The rectification must be completed using a method of repair agreed with us and with minimum inconvenience to the insured. If we have not given you the first option to rectify, or you do not agree to rectify the defect, or we believe you cannot properly carry out the rectification, we may:

- (a) arrange for another repairer to fix the defect at your expense and you must pay us our reasonable costs (if any) if we ask you to; or
- (b) sell the Property in its defective condition and you must pay us our reasonable costs incurred in effecting the sale plus any shortfall between the sale price and the insured value of the Property.

We may require you to pay the insured compensation for any reasonably related loss caused to the insured as a result of the defect.

The remedies set out above do not limit your liability under the law and are in addition to any other remedies available under the law.

12. Access

You agree to allow and authorise our staff, contractors and agents to enter your premises during normal business hours to:

- (a) conduct assessments; and
- (b) inspect the Property or other property we have insured; and
- (c) conduct audits of work we have authorised.

You must co-operate with them for these purposes and you must ensure the properties we have insured, including the Property, are accessible to them and in a safe environment.

13. Professional Conduct

You must ensure our staff, contractors and agents who enter your premises or communicate with you are:

- (a) treated with respect, courtesy and professionally; and
- (b) in a safe environment when on your premises.

14. Compliance with Laws

You agree to comply with all laws applicable to the operation of your business, including laws for occupational health and safety, licensing and certification.

You agree that you must obtain and keep current all licences, certificates and other authorities that may be required to conduct the repairs (Licences) and must provide satisfactory evidence to us that you have done so as soon as possible after each request from us. You agree that you will notify us in writing as soon as possible if there is any change to the status or nature of one or more Licences, including the revocation or cancellation of any Licences and the imposition of any new or varied condition, qualification or limitation on any Licences.

This Repair Authority is conditional upon you holding all required Licences. If you do not hold all required Licences, this Repair Authority will not be valid and you are not authorised to carry out repair work.

You authorise us to obtain from each relevant government body all information that may be relevant to your compliance with this section. You will sign any further document that we may reasonably require to assist us in any such enquiries.

You agree to reasonably co-operate with us in relation to our compliance with any laws affecting the Property including, without limitation, any laws relating to notifying details for a written-off vehicle register or applying labels to the Property.

You must not use any of the trade marks, or logos or any names (including any abbreviation of a name) used by any of us, or by any of our related bodies corporate, in any way including in advertising, marketing or promotions in any media including brochures or websites.

We are a signatory to the Motor Vehicle Insurance and Repair Industry (MVIRI) Code of Conduct (Code). By commencing repairs on the Property you agree to be bound by the Code as amended from time to time. To the extent that any provision of these Terms of Authority is inconsistent with the Code the provisions of the Code will prevail.

15. Privacy

You must not use or disclose any personal information other than to comply with your obligations under these Terms of Authority. You must take all necessary steps to protect personal information in your possession against unauthorised use and must return all personal information to us, if we request, on termination of this Repair Authority (provided that you may retain copies to the extent you are required to by law).

Note:

If you have a current Smash Repairer Agreement with us at the time of a Repair Authority being issued, then the terms of your Smash Repairer Agreement apply and not these Terms of Authority.