



Terms and conditions

- 1.1 **RVDA Pty Ltd (A.C.N. 630 906 553)** trading as **Renault Australia** ("**Renault Australia**") offers customers the ability to view and reserve selected Renault vehicles through the Renault Australia website and to pay a deposit towards a Renault vehicle that you intend to purchase ("**the Renault Online Deposit Service**").
- 1.2 Your use of the Renault Online Deposit Service is governed by these Terms and Conditions. By using the Renault Online Deposit Service, you agree to be bound by these Terms and Conditions.
- 1.3 The Renault Online Deposit Service is made available for you to:
 - a. view and reserve the selected Renault vehicles via the Renault Australia website;
 - b. choose the Renault vehicle that you intend to purchase by selecting a model variant, options and colours ("**the Reserved Vehicle**");
 - c. choose a preferred Renault dealer ("**the Dealer**") from which you wish to purchase your Reserved Vehicle; and
 - d. provide your contact details and pay a deposit of \$200 to Renault Australia via credit card ("**the Deposit**") to reserve the Reserved Vehicle.
- 1.4 To use the Renault Online Deposit Service, you must be aged over 18 years and an Australian resident.

Use of the Renault Online Deposit Service

- 2.1 Renault Australia makes no representations or warranties about the accuracy of the information or images which appear on the Renault Australia website for the Renault Online Deposit Service.
- 2.2 By using the Renault Online Deposit Service, you represent and warrant that all information submitted via the Renault Online Deposit Service is correct. Should Renault Australia become aware that any of the information provided by you is inaccurate or false, Renault Australia reserves its right to cease to provide you with the Renault Online Deposit Service and to withhold any Deposit that you have paid in connection with the Reserved Vehicle.

Purchase of vehicle from the Dealer

- 3.1 Renault Australia is not selling the Reserved Vehicle to you and is not a party to any interactions you may have with the Dealer or any transactions between you and the Dealer in connection with the Reserved Vehicle. Further, Renault Australia does not warrant the accuracy of any representations made or information provided to you by the Dealer in relation to the Reserved Vehicle or any other product or service.
- 3.2 Once you have reserved the Reserved Vehicle using the Renault Online Deposit Service, you will be contacted within 2 business days in connection with your intended purchase of the Reserved Vehicle, including in connection with the availability (or otherwise) of the Reserved Vehicle.
- 3.3 If the Reserved Vehicle is available and you wish to proceed to purchase it, terms of sale must be reached with the Dealer, and a signed contract of sale entered into with the Dealer for the Reserved Vehicle ("**Dealer Contract**") within 14 days of you being notified that the Reserved Vehicle is available.
- 3.4 Submitting a Deposit does not guarantee that you will be able to purchase the Reserved Vehicle. The purchase of the Reserved Vehicle is subject to availability. If the Reserved Vehicle is not



available, you will be entitled to a full refund of the Deposit. You may be entitled to transfer the Deposit to another vehicle, at the sole discretion of the Dealer.

3.5 Renault Australia will hold the Deposit on trust for you pending execution of the Dealer Contract. Once the Dealer Contract has been signed, Renault Australia will pay the Deposit to the Dealer. Renault's obligations in relation to the Deposit will then cease.

3.6 Once you sign a Dealer Contract:

- a. you will be required to pay the Dealer the purchase price you agree with the Dealer for the Reserved Vehicle by the specified date, less the amount of the Deposit;
- b. the Dealer will deliver the Reserved Vehicle to you in accordance with the Dealer Contract; and
- c. Renault will pay the Deposit to the Dealer.

Payment of Deposit

4.1 Upon payment of the Deposit by you to Renault Australia, Renault Australia will issue you with a Deposit Confirmation.

4.2 In making payment of the Deposit you acknowledge:

- a. that the availability of the Reserved Vehicle at the time of payment is unknown;
- b. that you have not relied on any representation or warranty by Renault Australia, including, but not limited to, in relation to:
 - i. the Reserved Vehicle's price, noting that this is a matter between you and the Dealer;
 - ii. the Reserved Vehicle's features, specifications and possible availability dates; or
 - iii. the trade-in price and/or value of any vehicle(s) you may own that you may wish to trade-in for the Reserved Vehicle; and
- c. that payment of the Deposit does not secure ownership of the Reserved Vehicle and is non-refundable except as set out in these Terms and Conditions or as required by law.

4.3 Subject to paragraph 3.4 above, the Deposit is not transferable and may not be used to purchase any other vehicle.

Refund of Deposit

5.1 You may, by written notice, seek a refund of the Deposit from Renault Australia at any time prior to signing a Dealer Contract for the Reserved Vehicle. A request for a refund of your Deposit must be made in writing to Renault Australia via email on renaultconcierge@ateco.com.au. Renault Australia will, after receiving this request, send to you written confirmation and refund the Deposit in full to the credit card used to pay the Deposit.

5.2 Further, you may be entitled to seek a refund of the Deposit from Renault Australia or the Dealer in certain circumstances, depending on the terms of the Dealer Contract, applicable statutory cooling off periods and your rights under the Australian Consumer Law.

5.3 If you request a refund of the Deposit, the Dealer will be entitled to sell the Reserved Vehicle to someone else.

5.4 Subject to the terms and conditions of the relevant Dealer Contract, if you sign the Dealer Contract and you fail to pay the Dealer the required purchase price as required by the Dealer Contract, the



Dealer will be entitled to terminate the Dealer Contract. In such circumstances, you will not be entitled to a refund of the Deposit.

5.5 Renault Australia will not be responsible for any delays in refunding the Deposit.

5.6 Renault Australia will not be responsible for any charges or fees incurred as a result of the Deposit being refunded, including any charges or fees incurred by your financial institution or credit card issuer.

Liability

6.1 To the maximum extent permitted by law, Renault Australia excludes all liability for any loss or damage of any kind (including but not limited to direct, indirect, incidental, consequential, special or exemplary damages, loss of profits, loss of data, or loss of opportunity) arising out of or in connection with the Renault Online Deposit Service, these Terms and Conditions, or the information contained on the Renault Australia website.

6.2 To the maximum extent permitted by law, Renault Australia will not be liable for any loss or damage arising out of or in connection with:

- a. any reliance on the information contained on the Renault Australia website;
- b. any unauthorized access to or alteration of your transmissions or data;
- c. any statements or conduct of any third party on the Renault Australia website; or
- d. any errors or omissions in the Renault Australia website.

6.3 You indemnify and will keep indemnified Renault Australia, its officers, employees, agents and related bodies corporate against any and all losses, damages, expenses, costs (including legal costs on a full indemnity basis) or other liabilities arising out of or in connection with any breach by you of these Terms and Conditions.

Changes to the Renault Online Deposit Service

Renault Australia reserves the right to make changes to the Renault Online Deposit Service, these Terms and Conditions and the information contained on the Renault Australia website at any time without notice. It is your responsibility to check these Terms and Conditions regularly for any changes.

Governing law

These Terms and Conditions are governed by the laws of the State of New South Wales, Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia.

Entire agreement

These Terms and Conditions constitute the entire agreement between you and Renault Australia in relation to your use of the Renault Online Deposit Service and supersede all prior agreements, arrangements and understandings.



Waiver

A failure on Renault Australia's part at any time to enforce any of its rights pursuant to these Terms and Conditions will not be construed as a waiver of the provisions of these Terms and Conditions or prejudice Renault Australia's exercising of such rights.

Severability

If any part of these Terms and Conditions is found to be void, unlawful or unenforceable, that part will be deemed to be severable from the balance of these Terms and Conditions and the severed part will not affect the validity and enforceability of any remaining provisions.

Contact us

If you have any questions about these Terms and Conditions or the Renault Online Deposit Service, please contact us at:

RVDA Pty Ltd trading as Renault Australia

2A Hill Rd, Lidcombe NSW 2141

Email: renaultconcierge@ateco.com.au