

Terms and Conditions

- 1.1 These terms and conditions apply to:
 - (a) The 7 day Love it or Swap it benefit; and
 - (b) The Reserve a Vehicle benefit.
- 1.2 To access these benefits, You agree to be bound by these Terms and Conditions (and the other terms and conditions and policies referred to in these terms and conditions and any other notices) as amended from time to time.
- 1.3 You may request to reserve a vehicle in bravoauto's stock for inspection by completing and submitting a reservation form on bravoauto's website and paying the associated Reservation Fee (Reserve a Vehicle benefit).
- 1.4 If You purchases an eligible used vehicle from bravoauto and You change Your mind as to its suitability or otherwise then, subject to these terms and conditions, You may return the vehicle within 7 days of the Delivery Date and swap the vehicle for another vehicle ('7 Day Love it or Swap it' benefit). In order to be eligible for the 7 Day Love it or Swap it benefit, You must return the Vehicle to bravoauto within the relevant 7-day period and it must be returned in the same condition as it was when You purchased it (save for mileage) (NB the condition of the vehicle at the point of sale will be determined by an appraisal document completed by bravoauto).
- 1.5 If You experience any issues accessing bravoauto or have any questions, please contact our Customer Service Team

2. Definitions and Interpretation

- 2.1 In these Terms and Conditions, unless the context requires otherwise, the following definitions apply:
 - (a) **'bravoauto'** means automotive dealerships, showrooms, outlets and/or online stores, which retail used motor vehicles owned by Trivett Automotive Retail Pty Ltd ACN 000 806 904 trading under the name 'bravoauto'.
 - (b) **'bravoauto Financial Services' or 'BFS'** means IFSA PTY LTD ACN 651 319 774 trading as bravoauto Financial Services.
 - (c) **'Business Days'** means Mondays to Saturdays, other than public holidays at the particular bravoauto location. Where a Vehicle is reserved after 4:00PM on a Saturday, the 2 Business Day period commences 9am from the next Business Day.
 - (d) **'Credit Amount'** has the meaning ascribed to the term in clause 5.3(a).
 - (e) **'Customer Service Team'** means the bravoauto customer service team which can be contacted on 1800 330 733
 - (f) **'Day' or 'Days'** means any day including a Saturday or Sunday or public holiday.
 - (g) **'Delivery Date'** means the day on which You takes physical possession of the Vehicle.
 - (h) **'Purchase Contract'** means the contract for the sale and purchase of the Vehicle naming You as the purchaser and bravoauto as the vendor.

- (i) **'Purchase Price'** means the total final driveaway price for the Vehicle including all accessories, third party insurance and/or warranty products, government charges and fees etc, as set out in the Purchase Contract.
- (j) **'Return Notice'** has the meaning ascribed to that term in clause 4.2(b).
- (k) **'Return Period'** means the period commencing on the Delivery Date and expiring on the day that is 7 days after the Delivery Date (with the Delivery Date being "Day 1").
- (l) **'Return Date'** means the date upon which You return the Vehicle and bravoauto has agreed to accept the return.
- (m) **'Swap Vehicle'** has the meaning ascribed to that term in clause 5.3.
- (n) **'Test Drive Loan Agreement'** Means an agreement between You and bravoauto which contains Terms and Conditions for the test drive.
- (o) **'Trade In Value'** has the meaning ascribed to the term in clause 3.1.
- (p) **'Trade In Vehicle'** has the meaning ascribed to that term in clause 8.1.
- (q) **'Vehicle'** means a used passenger vehicle that You wish to purchase from bravoauto, the details of which are set out in the Purchase Contract.
- (r) **'Vehicle Price'** means the amount allocated as the price of the Vehicle on the Purchase Contract, exclusive of any tax (incl GST), accessories, third party products or government fees or charges.
- (s) **'You'** means:
 - (1) for the purposes of the Love It or Swap it benefit, the final retail purchaser of the Vehicle as set out on the Purchase Contract to whom these terms and conditions apply; and
 - (2) for the purposes of the "Reserve A Vehicle" benefit made under clause 10, the person who fills out and submits the "Reserve A Vehicle" form online.

'Your' has a corresponding meaning.

- 2.2 Subject to clauses 2.3 and 4.6, these terms and conditions apply to all sales of used passenger vehicles within the bravoauto network to consumers. For the avoidance of doubt, these terms and conditions (and the benefit of the 7 Day Love it or Swap it) shall not apply to any employee within the bravoauto network.
- 2.3 The 7 Day Love it or Swap it benefit is not available for vehicles that bravoauto benefits for sale on behalf of a third party under a Sale or Return agreement.

3. Purchasing a Vehicle

- 3.1 If You wish to purchase a vehicle from bravoauto, You are responsible for entering into a sale and purchase agreement with bravoauto, for paying the Purchase Price and, as applicable, agreeing to a trade-in arrangement with bravoauto in relation to a vehicle that You own, the value of which (Trade-In Value) will be credited towards the Purchase Price.
- 3.2 Ownership of the Vehicle will pass to You upon receipt by bravoauto of full and cleared funds in the amount of the Purchase Price (less any Trade-In Value), subject to the terms of the Purchase Contract.

- 3.3 bravoauto does not warrant that the information disclosed to You by bravoauto is accurate or complete. It is Your responsibility to undertake appropriate due diligence prior to entering into Purchase Contract with bravoauto for the purchase of the Vehicle. Although bravoauto has made every effort to display the Vehicle accurately on its online platform, the Vehicle's actual appearance may vary from the images and representations on the bravoauto online platform. You acknowledges that you have made your own independent inquiries and have not relied on the bravoauto online platform as the sole basis for any decision to purchase the Vehicle.

4. 7 Day Love it or Swap it Benefit

- 4.1 Unless otherwise set out in these Terms and Conditions, all consumer purchases of bravoauto used passenger vehicles come with a 7 day Love it or Swap it benefit. Such benefit is available on the following terms and is subject to the following conditions.
- 4.2 To return the Vehicle under the 7 Day Love it or Swap it benefit, You must:
- (a) be a consumer.
 - (b) notify the Customer Service Team of Your intention to return the Vehicle and the reason for the return ("Return Notice"), within the Return Period (NB Any Return Notice served after the Return Period will be rejected by bravoauto and bravoauto will have no further obligation to consider the claim or accept the return of the Vehicle).
 - (c) make an appointment to return the Vehicle to a location nominated by bravoauto within the Return Period (unless otherwise agreed by bravoauto).
 - (d) at Your own cost, return the Vehicle to bravoauto as directed by bravoauto, in the same state and condition as it was in on the Delivery Date (save for reasonable mileage and having regard to bravoauto's condition report), including the return of:
 - (1) all keys; and
 - (2) all parts, accessories and handbooks and other items supplied with the Vehicle. This may include (but is not limited to): parcel shelf; spare tyre; tools or tyre inflation kit; alloy wheel locking key; owner's manuals, warranty and service handbooks, and satellite navigation disc/SD Cards; and
 - (3) the Vehicle with no less than a quarter tank of fuel.
 - (e) not have covered a distance of more than 500 kilometres in the Vehicle during the Return Period. For the purposes of this clause, the kilometres covered shall be calculated from the odometer reading on the Delivery Date, as recorded by bravoauto.
 - (f) ensure that as at the Return Date, the Vehicle is free from any financial lien, charge or encumbrance (except for any created via BFS at the point of sale to You) (NB bravoauto may deduct an amount to any refund or credit it may otherwise give You under the terms and conditions, to lift any encumbrance including any sums required to settle any financial lien, charge or encumbrance).
- 4.3 In the event that any of the terms and conditions in clause 4.2 are not met by You, bravoauto, in its absolute discretion, reserves the right to:
- (a) refuse to accept the return of the Vehicle under the 7 Day Love it or Swap it benefit; or

(b) to deduct a reasonable sum from any credit or refund of the Vehicle Price so as to ensure the conditions set out in clause 4.2 are met, including to obtain title free of any encumbrance or to put the Vehicle back in the condition it was in at or on the Delivery Date.

- 4.4 For the avoidance of doubt, You remain responsible for the Vehicle whilst it is in your possession or control, including maintaining comprehensive insurance and associated documents until You have successfully returned the Vehicle to bravoauto. In the event the registration documentation is not returned at the same time as the Vehicle, bravoauto reserves the right to deduct a sum of \$500 from the refund to cover the costs and losses associated with the lost registration documentation;
- 4.5 You agree that You will be liable for any speeding/driving offences and all Toll notices/ infringements committed whilst You are in possession or control of the Vehicle. Where bravoauto becomes aware of any parking fine, speeding fine, infringement or other penalty after providing a credit or processing a refund, You agree to promptly fill out all necessary paperwork to transfer the fine/infringement/penalty to You (if required) and to otherwise pay bravoauto the amount required to directly cover the costs arising from such fines, infringements or penalties, within 14 days' written notice from bravoauto of such amounts by bravoauto.
- 4.6 The 7 Day Love it or Swap it benefit is only available on a maximum of two purchases per consumer per residential address in any given 12 month period.

5. Return and Swap it Conditions

- 5.1 Upon return, the Vehicle will be inspected, and an appraisal condition report completed in accordance with bravoauto's retail standards. If bravoauto accepts the return of the Vehicle, bravoauto shall be entitled to deduct from the credit toward the Purchase Price of a Swap Vehicle or from any refund (in addition to any other deduction it is entitled to make under any other clause of these terms and conditions), (as the case may be), the reasonable costs of rectification of any damage caused to the Vehicle whilst the Vehicle was in Your possession or control. Damage may include (but is not limited to) the following: scratched or damaged wheels or tyres; damaged paintwork, bodywork, glass or interior; scratches, dents, stains; removal or rectification due to the addition of non-genuine or non-standard parts or accessories, engine retuning, remapping, etc; damage or excessive soiling caused by any means including children or animals, etc; or any other issues noted that detract from the Vehicle's value since purchase. If any deductions to the refund/credit are to be made for any reasonable costs of rectification work needed, bravoauto will advise You before the refund/credit is made.
- 5.2 For the avoidance of doubt, the 7 Day Love it or Swap it benefit only supports standard road use during the Return Period. On returning or attempting to return a Vehicle you expressly warrant to bravoauto that at no time during the Return Period has the Vehicle been used for any track, race, rally (motorsport), taxi, ride share Uber or commercial use, or off-roading. bravoauto reserves the right to reject any request for a credit or refund and/or to recover any loss or damage it may suffer as a result of your breach of this warranty.
- 5.3 If the Vehicle is returned and accepted by bravoauto (having been assessed to meet all of the return requirements under clause 4 and clause 5.1), You will:

(a) be credited an amount to allocate toward the purchase of another vehicle within bravoauto's stock (Swap Vehicle), equal to the Vehicle Price (plus GST) less any deductions made under clause 4 or clause 5.1 ('Credit Amount');

(b) have a total of 5 Days from the Return Date to choose another vehicle to purchase within bravoauto's stock.

5.4 If you find a suitable Swap Vehicle, You must enter into a new Purchase Contract for the purchase of the Swap Vehicle. For the avoidance of doubt the 7 Day Love it or Swap it benefit will not apply to the purchase of the Swap Vehicle.

6. Refund and Additional Costs

6.1 If You cannot find a vehicle to swap to, or You are otherwise not satisfied with the Swap Vehicle, You may request a refund of the Credit Amount, in which case the provisions of this clause 6 will apply.

6.2 All requests for refund must be made within 12 Days of the Return Date. Subject to You complying with all of the terms and conditions set out in clauses 4 and 5, bravoauto shall consider your request, and at its discretion, may refund the Credit Amount to You.

6.3 If bravoauto elects to pay a refund under clause 6.2, the refund shall be paid in Australian \$ dollars via an electronic transfer to the payment card from which the Purchase Price was paid, or if no payment card was used, to Your bank account.. Please note that no repayment shall be made until the registration documentation has been returned to bravoauto and the Vehicle has been accepted as having met the requirements of clauses 4 and 5. bravoauto may take up to 10 business days (plus any third-party processing time outside of bravoauto's control) to process refunds to You subject to bravoauto being provided with any details required to process the refund.

6.4 To the extent permitted by law, bravoauto reserves the right to retract or dishonour the 7 Day Love it or Swap it benefit, if bravoauto reasonably suspect any breach of applicable law, including in relation to fraud, money laundering, or other dishonesty relating to the purchase of the Vehicle or conduct during the Return Period.

6.5 No reimbursement will be made for any supplementary or additional costs incurred by You during the purchasing process, is available under the 7 Day Love it or Swap it benefit. In particular, no reimbursement will be made for (amongst other things):

(a) Any amounts paid to third parties e.g. insurance premiums;

(b) Any pay out amount to Alternative Finance providers;

(c) the transfer of personalised plate transfers;

(d) any fuel left in the Vehicle at the point of return (noting that it is a requirement of return that the Vehicle must be returned with at least quarter tank of fuel).

6.6 Nothing in these terms and conditions affect Your statutory rights as a consumer. The 7-Day Love it or Swap it benefit is in addition to any such rights, including any rights You may have under the Australian Consumer Law.

7. Financing Agreements

- 7.1 Where You have financed the purchase of the Vehicle and You wish to swap the Vehicle under clause 4, You must comply with the following additional requirements, or other procedural requirements as notified to You by bravoauto:
- (a) Where the Vehicle was financed by bravoauto Financial Services (BFS), You must either directly or through your bravoauto representative, promptly notify BFS of the proposed swap and discuss the appropriate arrangements as will be required for the loan under the relevant circumstances. For clarity, those arrangements could include an asset substitution on the existing loan contract, a cancellation of the existing loan contract and/or the entry into a new loan contract in relation to a new vehicle. You will then need to inform bravoauto of the outcome of those discussions and Your further intentions regarding finance.
 - (b) If You have paid for the Vehicle by using funds provided by a financier other than BFS, (Alternative Finance), You will need to cancel and/or payout the arrangement with the Alternative Finance provider, and ensure that any associated registered security interest over the Vehicle is lifted from the Personal Property Securities Register (PPSR). The payout and/or cancellation of the Alternative Finance is Your responsibility. You are also solely responsible for all loss, costs and charges associated with cancelling and/or paying out the Alternative Finance and providing clear title to the Vehicle to bravoauto free from all charges, securities or other encumbrances over the Vehicle.
 - (c) Upon cancellation of the Alternative Finance, You must provide written evidence of this to bravoauto.

8. Trade in Vehicles:

- 8.1 Where:
- (a) You have purchased a Vehicle in whole or in part by way of the trade-in of a vehicle presently owned by You (the "Trade-In Vehicle"); and
 - (b) You wish to swap the Vehicle for a Swap Vehicle; and
 - (c) bravoauto has agreed to process the swap;
- bravoauto will credit the Credit Amount plus the Trade-In Value (as set out in the Purchase Contract for the Vehicle) to You as purchaser on the Swap Vehicle Purchase Contract, with ownership and title of the Trade In Vehicle being retained by bravoauto. You will be liable to pay any difference, if the Purchase Price of the Swap Vehicle exceeds the amounts to be credited under this clause. Conversely, bravoauto will refund to You any amount by which the amounts to be credited to You under this clause exceeds the Purchase Price of the Swap Vehicle.
- 8.2 Where:
- (a) You have purchased the Vehicle in whole or in part by way of Trade-In Vehicle; and
 - (b) have requested a refund; and
 - (c) bravoauto has agreed to process the refund;
- bravoauto will refund the Credit Amount plus the Trade-In Value (as set out in the Purchase Contract) to You, with ownership and title of the Trade-In Vehicle being retained by bravoauto.

9. Warranty and additional Products

- 9.1 In the event bravoauto agrees to refund You the Credit Amount under clause 6.2 or 8.1, the amount charged for any associated bravoauto warranty purchased with the Vehicle will also be refunded and the warranty cancelled.

10. Reserve A Vehicle benefit

- 10.1 The following additional terms and conditions apply where You elect to reserve a vehicle online.
- 10.2 For the purposes of this clause 10, the following terms shall have the following meanings:
- (a) 'Reservation Period' means 2 Business Days.
 - (b) 'Reservation Fee' means paying the reservation fee nominated by bravoauto in the relevant bravoauto listing to bravoauto.
- 10.3 Where a vehicle is listed for sale on the bravoauto Website, You can elect to reserve the vehicle for the Reservation Period by filling out and submitting an enquiry. You will also be required to pay a Reservation Fee. Payment of the Reservation Fee does not oblige You to purchase the Vehicle.
- 10.4 You may only reserve a maximum of one vehicle at any given time.
- 10.5 bravoauto reserves the right to reject any requested reservation(s) without reason. (in which case bravoauto will refund any associated Reservation Fee received). Alternatively bravoauto can extend the Reservation Period at their sole discretion if requested by You.
- 10.6 Following receipt of an enquiry, bravoauto will:
- (1) arrange a phone call from bravoauto regarding Your reservation to organise next steps and take payment of the Reservation Fee; and
 - (2) use all reasonable endeavours to ensure that the Vehicle is reserved for You for the duration of the Reservation Period. However, notwithstanding any clause to the contrary in these Terms, in the unlikely event that bravoauto sells the Vehicle during the Reservation Period to a third party, or the vehicle is otherwise unavailable to be purchased by You, bravoauto's sole liability to You will be the refund of the Reservation Fee.
- 10.7 At any time and for any reason during the Reservation Period, You may cancel Your reservation by contacting bravoauto via the Customer Service Team. You may also allow the Reservation Period to expire without making further arrangements with the bravoauto team in relation to the Vehicle. Where the Reservation Period is cancelled or expires, You will be entitled to a full refund of the Reservation Fee. To receive Your refund, You must contact bravoauto via the Customer Service Team and bravoauto will process Your refund.
- 10.8 bravoauto will contact You using the contact details that You have provided to make arrangements in relation to the Vehicle, including:
- (a) to offer You the opportunity to Test Drive and/or inspect the Vehicle;
 - (b) to discuss payment options (such as trade-in options); and
 - (c) to pick-up or arrange delivery of the Vehicle as agreed.

- 10.9 You acknowledge that any request for the vehicle to be delivered to a location other than one occupied by bravoauto, is at Your sole request to view, test drive and/or purchase the Vehicle.
- 10.10 If You elect to take the vehicle on a test drive, You must sign and comply with the Test Drive Loan Agreement.
- 10.11 All test drives are subject to the sole discretion of bravoauto and can be denied by bravoauto with no explanation to You.
- 10.12 You acknowledge that by accepting to take the vehicle on a Test Drive the Reservation Fee will be used as the bond (as stipulated in the Test Drive Loan Agreement) and may not be returned to You as per the terms and conditions in the Test Drive Loan Agreement.
- 10.13 The vehicle must be returned immediately after the Test Drive at the location and time agreed upon between You and bravoauto noted in the Test Drive Loan Agreement.
- 10.14 If you elect to proceed with the purchase of the vehicle, the Reservation Fee shall be credited toward the Vehicle Price.
- 10.15 If you do not elect to proceed with the Purchase of the vehicle, bravoauto will refund the Reservation Fee to You in full following a receipt of a request from you for a refund.

11. Privacy

- 11.1 In order to receive the benefits under these terms and conditions, You may be required to provide certain information (such as Your contact details and credit card details).
- 11.2 bravoauto will handle any Personal Information (as defined in Australia's Privacy Act 1988 (Cth)) that it receives from bravoauto in accordance with the Trivett Automotive Retail privacy policy. Our Privacy Policy, available online at <https://bravoauto.com.au/privacy-policy/>

12. General

- 12.1 bravoauto reserve the right to vary the terms and conditions of, or withdraw the 7 Day Love it or Swap it benefit, and/or Reserve A Vehicle benefit, at any time (provided that no such variation or withdrawal will affect your rights in relation to a vehicle already purchased at the time the variation or withdrawal comes into effect).
- 12.2 In the event of any dispute as to the interpretation of these terms and conditions, the application of the same or otherwise, the decision of bravoauto shall be final.
- 12.3 Except for the Vehicle Price, bravoauto shall not be liable for any claims, demands, damages, expenses or costs (including, without limitation, legal costs) incurred or made against it howsoever arising, whether directly or indirectly arising from the 7 Day Love it or Swap it benefit.
- 12.4 To the maximum extent permitted by law, these terms and conditions apply to the exclusion of all others (including any verbal statement or representation) in respect of the 7 Day Love it or Swap it benefit and or the Reserve a Vehicle benefit. Nothing in these terms and conditions will affect or limit your statutory rights.

- 12.5 You indemnify bravoauto for all loss that bravoauto directly or indirectly sustains or incurs as a result of:
- (a) a breach of any of the material terms of these Terms and Conditions by You; and
 - (b) any act or omission by You whilst a vehicle is in Your possession or control.
- 12.6 Except as expressly stated otherwise in these Terms and Conditions and to the extent permitted by law:
- (a) bravoauto is not liable for any loss or damage (including, without limitation, direct, indirect, special or consequential loss, loss of profits, loss of anticipated savings, loss of use, loss of reputation, loss of opportunity, loss of data or business interruption) suffered or incurred by You in connection with these Terms and Conditions and the use of bravoauto; and
 - (b) to the extent bravoauto is unable to exclude any liability under or in connection with these Terms, our maximum cumulative liability for all loss, damage, liability and expense suffered or incurred by You in connection with these Terms and your use of bravoauto, whether under contract, statute, in tort (including negligence) or otherwise, is limited to \$500.
- 12.7 All information provided by bravoauto is general in nature and does not constitute any form of advice and is provided 'as is' without warranty of any kind, express or implied, to the fullest extent possible under law.
- 12.8 You acknowledge and agree that:
- (a) Any vehicle inspection reports are issued subject to the terms and conditions specified within such reports.
 - (b) bravoauto is solely responsible for providing images of imperfections. You should physically inspect the vehicle prior to purchase to verify the Vehicle condition and assess the accuracy and completeness of any imperfection photos. To the extent permitted by law, bravoauto does not accept any liability in relation to photos of any Vehicles.
- 12.9 In the event of any conflict between these terms and conditions and those contained in the Purchase Contract, these terms and conditions shall prevail.
- 12.10 These terms and any document expressly referred to in them represents the entire agreement between You and us in relation to the 7 Day Love it or Swap it benefit and/or the Reserve a Vehicle Benefit.
- 12.11 A person who is not a party to the benefits shall not have any rights under or in connection with them.
- 12.12 These Terms and Conditions are governed by the laws of New South Wales, Australia.