

## The Good Guys Terms & Conditions for Repair Goods

The following terms and conditions ("**Terms**") will apply between The Good Guys Discount Warehouses Pty Ltd (ACN 004 880 657) ("**The Good Guys**", "**we**", "**us**") and the person submitting goods ("**Goods**") for assessment and/or repair ("**you**"). By signing below or proceeding with the assessment or repair, you agree to these Terms.

If you have any queries about your Goods whilst they are being assessed/repared, you can contact The Good Guys store or The Good Guys Customer Solutions Representative that arranged for your Goods to be assessed/repared.

**IMPORTANT:** It is possible that, during assessment or repair, user-generated data stored on your Goods or storage media may be erased. The Good Guys suggests that you back up any such data before submitting the Goods for assessment and/or repair. Examples of user-generated data are: songs, photos, contact details, games, documents, videos and other forms of data created by the user. Neither The Good Guys nor the repair company accepts any liability for the loss of such data.

1. You have submitted your Goods to The Good Guys for assessment and/or repair.
2. The Good Guys does not repair goods itself but will send your Goods to an approved repair company to assess and/or repair your Goods.
3. If the Goods are Big & Bulky Goods (i.e. white goods, large/fixed kitchen goods, air-conditioners and certain TVs), we will try to arrange for the repair company to assess, and if appropriate, repair the Goods at your premises, or if this not possible, they will arrange for the Goods to be removed from your premises and assessed/repared.
4. If you are entitled to a free repair under your statutory rights, The Good Guys voluntary warranty or the manufacturer's warranty, your Goods will be repaired free of charge.
5. If you are not entitled to a free repair under your statutory rights, The Good Guys voluntary warranty or the manufacturer's warranty (for example because you have caused a fault yourself or because these rights have expired) the repair company and/or The Good Guys will provide you with a quote from the repair company for the cost of doing the repair. You may accept or reject this quote. If you accept it, your Goods will be repaired by the repair company and you will have to pay for this repair. If you reject it, you will have to pay for the assessment (if required by the repair company) and your Goods will be returned to you.
6. Where you have to pay for a repair or an assessment, The Good Guys will maintain a lien over the Goods and only return the Goods to you once you have paid The Good Guys or the repair company (as applicable) for the repair or the assessment.
7. The Good Guys will only accept Goods for assessment/repair where we believe that they were purchased from The Good Guys. If, after having accepted Goods for assessment/repair, The Good Guys discovers that this was not the case, your Goods will not be repaired and The Good Guys may require you to pay an assessment fee before returning the Goods to you.
8. If your Goods have been submitted for assessment and no fault can be found with your Goods, they will be returned to you after payment of any assessment fee.
9. The Good Guys aims to return your Goods to as soon as possible. However, The Good Guys cannot guarantee return times, and assessments and/or repairs carried out by repair companies may take longer than initially expected, and are outside of The Good Guys' control. In addition, the return may take longer if you delay in accepting a quote for repair. Subject to the statutory rights that you have if your Goods are not repaired within a reasonable time, The Good Guys shall not be liable for any delay in the Goods being assessed, repaired and/or returned to you for any reason outside of The Good Guys control.
10. As soon as practicable after The Good Guys receives your Goods from the repair company, The Good Guys will try to contact you using the contact details provided by you to arrange for collection of the Goods. Please note that if:
  - (i) The Good Guys has tried to contact you on at least 3 occasions using the contact details provided by you and is unable to do so; or
  - (ii) you do not collect your goods within 6 months of being notified that your goods are ready for collection, then The Good Guys may (subject to the law) dispose of your goods as The Good Guys sees fit, and The Good Guys shall have no liability to you for doing this.
11. For Big & Bulky Goods that have been removed from your premises and repaired, the repair company will liaise directly with you to arrange for the return of the Big & Bulky Goods to your premises.
12. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Additionally, refurbished parts may be used to repair the Goods.
13. Nothing in these Terms shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Australian Consumer Law) which by law cannot be excluded, restricted or modified.
14. The Good Guys will ask you for information that is relevant to your assessment and/or repair and will share your information with the repair company, manufacturer and/or other third-party service providers for the purposes of providing the assessment/repair services. [The Good Guys Privacy Policy](http://www.thegoodguys.com.au/privacy-policy) (available at [www.thegoodguys.com.au/privacy-policy](http://www.thegoodguys.com.au/privacy-policy)) contains information about how The Good Guys will handle your personal information, and other information required to be disclosed by The Good Guys to you under the Privacy Act 1988 (Cth). You should read The Good Guys Privacy Policy before providing any personal information to The Good Guys. By providing the personal information requested, you agree to The Good Guys' privacy policy.

I hereby authorise The Good Guys to send my Goods, or information relating to my Big & Bulky Goods, to a repair company. I permit the repair company to assess my Goods and, if appropriate, undertake any repair services required.

**By signing below or proceeding with the assessment and/or repair, you agree to these Terms.**