Tom's Auto Services 2007 Ltd
69 Dixon Street, Masterton 5810
06 378 7351 | info@tomsautos.co.nz

TERMS OF TRADE

Tom's Auto Services 2007 Ltd trading as Tom's Autos

Effective August 2026

IMPORTANT

These Terms apply when you ask us to inspect, diagnose, service, repair, supply parts for, store or otherwise work on a vehicle or other item. Consumer customers retain all rights that cannot legally be excluded, including rights under the Consumer Guarantees Act 1993 and Fair Trading Act 1986.

Please read these Terms before authorising work. A short Summary of Key Terms appears at the end of this document. The summary does not replace these full Terms.

Business details

Legal entity	Tom's Auto Services 2007 Ltd
Trading name	Tom's Autos
Address	69 Dixon Street, Masterton 5810
Contact	06 378 7351 | info@tomsautos.co.nz
Postal address	PO Box 875, Masterton

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1. Definitions and interpretation

In these Terms:

- "we", "us" and "our" mean Tom's Auto Services 2007 Ltd trading as Tom's Autos;
- "you" and "your" mean the customer who authorises or receives the goods or services and, where applicable, the vehicle owner;
- "vehicle" includes any vehicle, trailer, machine, component or other item delivered to us;
- "goods" includes parts, tyres, fluids, accessories and other products supplied by us;
- "services" includes inspection, diagnosis, WoF work, servicing, repairs, fitting, testing, storage, advice and related work;
- "estimate" means a reasonable indication of likely cost, not a fixed price; and
- "quotation" means a fixed price for the stated scope, subject to these Terms and any stated assumptions or exclusions.

Headings are for convenience only. If any part of these Terms is unenforceable, the remaining provisions continue to apply.

2. When these Terms apply and acceptance

These Terms form part of every agreement under which we provide goods or services. They apply together with the booking, job sheet, estimate, quotation, invoice, credit application, written approval and any agreed special conditions.

You accept these Terms when you sign or electronically accept them, approve work by phone, email, text or online, deliver a vehicle to us after being given reasonable notice of the Terms, or otherwise instruct us to proceed.

A person authorising work confirms they are the owner or have the owner's authority to bind the customer. If the customer is a company, trust, partnership or other organisation, the person authorising work confirms they have authority to act for it.

3. Consumers and business customers

Nothing in these Terms excludes, restricts or modifies any right or remedy that cannot lawfully be excluded, including applicable rights under the Consumer Guarantees Act 1993, Fair Trading Act 1986 and Privacy Act 2020.

Where goods or services are acquired for business purposes and both parties are in trade, the parties agree in writing that the Consumer Guarantees Act 1993 does not apply, and that the relevant provisions of the Contract and Commercial Law Act 2017 may be contracted out of, only to the extent permitted by law and where it is fair and reasonable to do so.

Any clause limiting our liability is subject to the preceding paragraphs and will apply only to the maximum extent permitted by law.

4. Bookings, diagnosis and authorisation

A booking reserves workshop time but is not a promise that all work will be completed that day. Completion times may change because of diagnosis, parts availability, specialist work, staffing, safety issues or circumstances outside our reasonable control.

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You authorise us to inspect and diagnose the vehicle to the extent reasonably required to assess the reported concern or requested work. Diagnostic time, dismantling and reassembly may be chargeable even if you decide not to proceed with further repairs, provided the charge was disclosed or is reasonable in the circumstances.

We may rely on instructions given by you or by a person reasonably appearing to act on your behalf. You must tell us about any limit on that person's authority.

5. Estimates, quotations and pricing

An estimate is a guide based on the information reasonably available at the time. The final price may differ where hidden damage, seized or broken components, diagnostic findings, price changes, additional labour or other unforeseen work is discovered.

A quotation is binding only for the exact scope stated and on the assumptions shown. It may be revised if you change the scope, supplied information is inaccurate, hidden conditions are discovered, or work outside the quotation becomes necessary.

Unless stated otherwise, estimates and quotations are valid for 30 days. Prices include GST unless clearly stated otherwise.

Where no fixed price has been agreed, we may charge our current labour rates, parts prices, consumables, disposal charges, outwork, freight and other reasonable costs associated with the work.

6. Additional work and changed scope

We will seek your approval before carrying out material work outside the agreed scope or materially exceeding an estimate. Approval may be given verbally, electronically or in writing and will be recorded where practicable.

If we cannot contact you, we will ordinarily stop at a safe and practical point. We may carry out limited work without further approval only where reasonably necessary to prevent immediate injury, significant property damage or serious deterioration, and only to the extent reasonably necessary. We will attempt to contact you as soon as practicable.

If you decline recommended work, we may record that decision on the job sheet or invoice. We may refuse to release a vehicle as roadworthy or issue a WoF where legal requirements are not met, but we will not prevent collection solely because you decline optional work once amounts properly due are paid.

7. Road testing, vehicle movement and specialist work

You authorise us to start, move and road-test the vehicle where reasonably required for diagnosis, repair, quality control, WoF inspection or verification of work. Road tests may be carried out by authorised staff and may include normal driving necessary to reproduce a fault.

You authorise us to take the vehicle to a specialist, supplier, alignment facility, testing station or other service provider where reasonably required. We remain responsible for selecting and instructing subcontractors with reasonable care, subject to applicable law.

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You must tell us before work begins if the vehicle is unsafe to drive, unregistered, uninsured, subject to special operating restrictions, modified, used for competition, or has any unusual security, starting or shutdown procedure.

8. Customer responsibilities

You must provide accurate information about the vehicle, symptoms, prior work, modifications, use, warning lights, stored faults, hazardous contents and anything else relevant to safe diagnosis or repair.

You must remove or secure valuables and personal items. We are not responsible for undisclosed items left in the vehicle except to the extent loss or damage results from our failure to exercise reasonable care or another liability that cannot lawfully be excluded.

You must ensure we can lawfully access, operate and work on the vehicle, including providing keys, security codes, wheel-lock keys and any required authority.

9. Payment

Unless an approved credit account or another written arrangement applies, payment is due in full when the vehicle or goods are ready for collection and before release.

For approved credit accounts, payment is due by the 20th day of the month following the invoice date unless we agree otherwise in writing.

We may require a deposit or prepayment for special-order, high-value or non-returnable parts, substantial outwork or other significant commitments. Deposits may be applied to costs already incurred if you cancel, subject to applicable law.

We may charge a clearly disclosed and reasonable surcharge for payment methods that cause us additional processing costs. Available payment methods may include cash, EFTPOS, bank transfer, credit card and Afterpay subject to provider terms and availability.

You may not deduct, set off or withhold amounts due unless required by law or agreed by us in writing.

10. Overdue accounts and recovery costs

If an amount is overdue, we may charge an administration fee of $25 and interest at 2.5% per month, calculated daily from the due date until payment, provided those charges are reasonable and enforceable in the circumstances.

You must reimburse reasonable debt collection, repossession and legal costs actually incurred because of your payment default, to the extent permitted by law.

We may suspend further work or credit where an account is overdue, after considering vehicle safety and any obligation that cannot lawfully be avoided.

11. Lien, retention and uncollected vehicles

To the extent permitted by law, we may retain possession of a vehicle or other goods we have worked on until amounts properly due for that work are paid.

Any sale of property held under a lien will occur only in accordance with the statutory notice and sale process under the Contract and Commercial Law Act 2017 or another applicable law. We do not obtain ownership merely because the vehicle remains uncollected.

If a vehicle is not collected within five business days after we notify you that it is ready, we may charge a reasonable storage fee after giving notice of the fee and the date it will start. Storage charges will reflect our actual space, security and administration costs.

You remain responsible for collecting the vehicle promptly. We will take reasonable care while it is in our possession, but vehicles may be stored outside and remain exposed to ordinary weather and environmental conditions.

12. Title to goods and PPSA

Ownership of separately identifiable goods supplied by us does not pass to you until all amounts owing for those goods are paid in full. Risk passes when the goods are delivered or fitted, subject to consumer law and our duty to exercise reasonable care.

For customers receiving goods or services on credit, you grant us a security interest under the Personal Property Securities Act 1999 in goods supplied by us and their identifiable proceeds, and in a vehicle or other property only to the extent our goods have been incorporated into it or we have a lawful lien or security interest.

You agree to provide information and sign documents reasonably required to register or maintain that security interest. Any PPSR registration costs charged to you must be reasonable and disclosed. We recommend separate legal review and a signed credit application before relying on PPSR rights or personal guarantees.

13. Parts and product supply

We may use new, remanufactured, reconditioned or second-hand parts only as agreed or reasonably disclosed. Equivalent aftermarket parts may be used where suitable, unless genuine or specified parts have been agreed.

Manufacturer and supplier warranties may apply in addition to statutory rights. Any manufacturer warranty is subject to its terms, but those terms do not remove rights that cannot legally be excluded.

Special-order or customer-specific goods may not be returnable for change of mind. Any return accepted by us may be subject to supplier approval, condition requirements, freight and a reasonable restocking charge, except where a legal right to a remedy applies.

14. Customer-supplied parts

We may decline to fit customer-supplied parts where we reasonably consider them unsuitable, unsafe, incompatible, poor quality or likely to prevent us meeting legal or professional obligations.

You are responsible for the selection, quality, provenance, compatibility and warranty of customer-supplied parts. Our responsibility remains for the reasonable care and skill of our fitting work, but we are not responsible for a failure caused by the supplied part itself, incorrect information supplied with it, or incompatibility that could not reasonably have been identified before fitting.

If a customer-supplied part is incorrect or defective, you must pay reasonable diagnosis, removal, refitting, storage and associated labour costs unless the problem was caused by our failure to exercise reasonable care and skill.

15. Second-hand parts

Where you approve a second-hand part, you acknowledge that its age, mileage, history and remaining service life may be unknown and that it may have cosmetic wear or a shorter life than a new part.

Unless we expressly agree otherwise, any written warranty on a second-hand part is a parts-only warranty. Labour, diagnosis, towing, fluids, freight and consequential costs associated with removing or replacing a failed second-hand part are not included where the failure is attributable to the part itself.

This clause does not exclude our responsibility for defective workmanship, damage caused by our work, misleading statements, or any guarantee or remedy that cannot lawfully be excluded. Any known limitation or specific supplier warranty will be recorded on the estimate, job sheet or invoice where practicable.

16. Workmanship, warranties and complaints

We will perform services with reasonable care and skill and supply goods in accordance with applicable law. The duration and remedy for any fault depend on the nature of the goods or services, the vehicle's age and condition, use, maintenance, mileage, the cause of failure and applicable statutory rights.

Any stated 12-month warranty on new parts or labour is an express workshop warranty in addition to, and not a replacement for, rights under the Consumer Guarantees Act 1993. A longer or shorter manufacturer or supplier warranty may apply to particular goods and will be advised where relevant.

Warranty coverage does not apply to faults caused by misuse, competition use, accident, overheating, contamination, lack of maintenance, unauthorised modification, unrelated component failure, continued operation after a warning, or work altered by another repairer, except where applicable law requires otherwise.

Tell us promptly if you believe there is a problem and, where reasonably possible, give us the opportunity to inspect and remedy it before authorising another repairer. This does not prevent urgent action needed to protect safety or prevent further damage, or any legal right you have.

As an MTA member, we participate in the MTA Customer Promise and customers may use MTA's mediation service. MTA mediation is non-binding and does not remove other legal rights.

17. Courtesy vehicles

Courtesy vehicles are subject to availability and a separate signed Courtesy Vehicle Agreement. The authorised driver must comply with that agreement, traffic law, insurance conditions and any geographic or use restrictions.

Fuel, road-user charges, tolls, infringements, damage, insurance excess and cleaning may be payable as stated in the separate agreement. These Terms do not replace that agreement.

18. Vehicle condition, existing defects and limitations

Vehicles may have pre-existing wear, damage, corrosion, brittle components, seized fasteners, hidden faults or prior repairs. We are not responsible for a failure that was pre-existing or an unavoidable consequence of reasonably necessary work performed with reasonable care and skill.

We will tell you where practicable if work reveals a material risk of breakage or further cost. Where you instruct us to proceed after that risk is explained, you remain responsible for reasonable additional work unless the damage results from our failure to exercise reasonable care and skill.

Diagnosis may be limited by intermittent faults, unavailable technical data, modifications, previous repairs, software access, vehicle condition or the customer's chosen spending limit. We do not guarantee that every intermittent or complex fault will be identified in a single visit.

19. Delays and events outside our control

We are not responsible for delay or inability to perform caused by events outside our reasonable control, including supplier delays, parts shortages, transport disruption, power or communications failure, severe weather, fire, natural disaster, epidemic, industrial action, government action or unexpected specialist availability.

We will take reasonable steps to minimise disruption and keep you informed. You remain liable for work completed and non-cancellable commitments properly incurred before cancellation.

20. Liability

For consumer transactions, our liability is governed by applicable consumer law and cannot be excluded where the law does not allow exclusion.

For business transactions where contracting out is legally permitted and fair and reasonable, we are not liable for indirect or consequential loss, loss of profit, loss of business, loss of opportunity or loss of data, except to the extent caused by wilful misconduct or where liability cannot be excluded.

For those business transactions only, our aggregate liability arising from a job is limited to the amount paid or payable for the affected goods or services, or the reasonable cost of remedying the affected work, whichever is greater. This limitation does not apply to personal injury, fraud, wilful misconduct or liability that cannot lawfully be limited.

You must take reasonable steps to minimise any loss and must not continue to operate a vehicle where doing so may be unsafe or cause further damage.

21. Health, safety and environmental matters

We may refuse, stop or suspend work where we reasonably believe continuing would create an unacceptable health, safety, environmental, legal or significant commercial risk.

You must disclose hazardous substances, high-voltage systems, damaged batteries, fuel leaks, biohazards, sharp objects, firearms or other hazards in or around the vehicle before delivery. We may charge reasonable costs to make the vehicle safe or arrange specialist handling.

22. Privacy and communications

We collect, use, store and disclose personal information in accordance with the Privacy Act 2020 and our Privacy Statement. Information may include contact, vehicle, booking, service, payment, credit, photographs, videos and communications.

We may contact you about the current job, estimates, safety matters, service or WoF reminders, accounts and related customer service. Marketing communications will include an appropriate way to opt out where required.

We may obtain information from another person or organisation where authorised or reasonably necessary, including a fleet owner, insurer, warranty provider, credit reporter, supplier or NZTA-related system. We will provide required privacy notifications, including for indirect collection, where applicable.

Our Privacy Officer is Sara Mason: info@tomsautos.co.nz, 06 378 7351, PO Box 875, Masterton.

23. Disputes

Raise any concern with our Service Manager or a director as soon as reasonably possible. We will consider the concern fairly and may ask to inspect the vehicle, parts and relevant records.

If the matter is not resolved, either party may use MTA Mediation, the Disputes Tribunal, the Motor Vehicle Disputes Tribunal where it has jurisdiction, or the courts. MTA Mediation can be contacted on 0508 682 633.

Nothing in this clause prevents urgent court action, debt recovery, preservation of rights, or a complaint to a regulator.

24. Changes to these Terms

We may update these Terms for future work by publishing the revised version at reception, on our website or otherwise giving reasonable notice. Changes do not retrospectively alter an existing job unless both parties agree or the change is required by law.

25. Governing law

These Terms are governed by New Zealand law. New Zealand courts and tribunals have jurisdiction, subject to any applicable statutory right to bring proceedings elsewhere.

Acceptance

By booking a vehicle, approving an estimate or quotation, instructing us to begin or continue work, accepting goods or services, or otherwise engaging Tom's Auto Services 2007 Ltd, the Customer accepts these Terms of Trade.

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SUMMARY OF KEY TERMS

This summary highlights important points only. The full Terms of Trade above apply and take priority if there is any difference.

Topic	Key point
Authorising work	By booking, approving or instructing us to proceed, you agree to the full Terms of Trade.
Payment	Unless you have an approved account, payment is due when the vehicle or goods are ready for collection. Approved accounts are due on the 20th of the following month.
Estimates	Estimates are guides and may change if hidden faults, additional labour or different parts are required. Quotations apply only to their stated scope and assumptions.
Extra work	We will seek approval before material additional work or a material estimate overrun. If we cannot reach you, we normally stop at a safe point.
Diagnosis	Reasonable diagnosis, dismantling and reassembly may be chargeable even if you do not proceed with repairs.
Road tests and outwork	You authorise reasonable vehicle movement, road testing and specialist outwork needed for diagnosis, repair or quality checks.
Customer-supplied parts	We may refuse unsuitable parts. You carry the risk of the part itself; our responsibility remains for the quality of our fitting work.
Second-hand parts	Unless expressly agreed otherwise, second-hand parts have a parts-only warranty. Labour and associated costs are not covered where failure is caused by the used part, subject to rights that cannot be excluded.
Collection and storage	We may retain a vehicle until amounts properly due are paid. A reasonable storage charge may apply after notice if the vehicle is not collected within five business days of being ready.

Topic	Key point
Warranty concerns	Contact us promptly and give us a reasonable opportunity to inspect and remedy the issue. Consumer rights remain protected.
Privacy	We handle personal information under the Privacy Act 2020 and our Privacy Statement.
Disputes	Speak with management first. MTA Mediation is available on 0508 682 633, without limiting other legal rights.

Full Terms available at reception and at www.tomsautos.co.nz

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