

## Welcome to our Terms of Service

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### 1. Terms and Conditions - Diesel Help Membership

Before joining our Diesel Help Membership **Silver**, **Gold** or **Platinum**, please read the terms and conditions below of the membership.

Our business hours are 830am to 4pm Monday to Friday Australia and New Zealand;

Jobs may consist of more than one call to work through the diagnostic process about 1 fault/vehicle.

Phone access only from participating workshop/s and staff.

Email support only initiated, as required, by the Diesel Help Australia (DHA) Consultant Technician. If a staff member is no longer employed, access will be denied unless payment was made by the individual.

**Platinum** - Unlimited diagnostic jobs over 12 months

**Gold** - 15 diagnostic jobs over 12 months

**Silver** - 6 diagnostic jobs over 12 months

Diagnostic job top ups available for Silver & Gold membership levels.

All reported jobs **must be** logged via the website - [Log A Job](#). **Only logged jobs** will receive a response within 4hrs.

When circumstances occur such as experiencing internet access issues, an offline request can be sent by contacting us by phone to our office. At the next available opportunity, we do expect you to log in the job via your login.

**Please note:** Every effort is made to respond to all jobs logged within 4 hrs; in the first instance if the call is not answered please leave a voicemail or send an SMS/text message. In the unlikely event of Diesel Help being unreachable contact will be made within a 24 hour period.

**ALL Paid Members receive 5% discount** for all Diesel Help Australia training courses, including online training.

**Gold and Platinum Members** will have access to 5 views of the Diesel Service Adviser online training.

- **Gold and Platinum Members receive 5% discount** on diagnostic equipment & parts - subject to availability
- Freight for specialist diesel diagnostic equipment and parts, i.e. *quick release fittings, dust and end caps etc* \$11.98 and free freight for orders over \$100 - additional freight charges may be incurred for remote areas.
- **Freight items unable to ship via Overnight satchel will go via road - delivery time is approximately 4 to 10 days.**
- An email reminder is generated 3 days prior to the expiry date of the membership.
- Membership will automatically renew for a further 12 months unless contacted by phone or email to discontinue.
- Newsletters will be emailed monthly and technical bulletins are not scheduled and are uploaded to the website for members to access using website login

**Please note:** If you decide to involve another Consultant to assist with the diagnostics once we are already involved, we will cease our involvement. Involving another Consultant increases the time that we are liaising with your technician, it duplicates our work, your work and the other Consultants. If you decide to reinvolve us, a new and updated job must be logged.



*Diesel Help Australia reserves the right to refuse diagnostic calls when secondhand or non genuine **and/or modified** components have been fitted or a customer has provided you with a part for replacement which has been diagnosed externally not by an authorised Diesel Help Member.*

### **Returns & refunds of Membership**

An individual membership includes access to phone diagnostic support, online access to technical bulletins and diagnostic information exclusive to only Diesel Help Members therefore is no set value to how much is obtained of this information. Membership can be cancelled at any time prior to the annual renewal date but no pro-rata refunds will be payable. For a full refund within 1 month of joining, the member must provide proof that they have not accessed, not viewed nor received this valuable information.

Membership cancellation administration fee of 5% will apply. Any associated refund fees from Stripe and PayPal will not be reimbursed as per their Terms and Conditions.

Membership fees may be subject to variations or increases, in which case members will be advised of any changes when renewal notices are issued.

Membership is not a credit account to purchase parts. All orders will be invoiced, emailed and require payment prior to parts being dispatched. Part prices and availability may change without notice.

In the event of Clinton Brett not being able to provide diesel diagnostic assistance, a back up Consultant will be allocated.

### **Delivery Policy**

Delivery of membership is immediate once payment has been processed via the website.

**Capricorn Members** may experience a slight delay as these processes can not be automated.

### **Diagnostic Job Timelines**

After the initial consult, our Consultants continue to research and investigate possible causes of all current logged faults. To assist in managing our Consultants and Admin's time effectively the maximum time a job will remain open is 60 days. If we have received no communication requesting further assistance on a job, an email will be sent by Admin requesting an update one week after the initial consult has taken place. If no response has been received this will be followed by a phone call by Admin. If we have received no feedback within 14 days of the consult, the job will be closed.

In the case of an intermittent fault and you are waiting for the vehicle to return, we require an estimated date to be scheduled within a 60 day period.

Once a job has been closed we will require a new job to be logged.

## **2. Terms and Conditions - Help Me Now**

Before purchasing or activating Help Me Now, please read the terms and conditions below of the service.

Help Me Now can be used for over the phone diesel diagnostic assistance for the current difficult job, one you have booked in or gifted to a client - must be a qualified automotive technician.

Available for one vehicle diagnostic job phone support, activated by logging the diagnostic job online. Once logged you will receive a call back from one of our Consultant technicians.

Job may consist of more than one call to work through the diagnostic process about 1 fault/vehicle - maximum call time 15 minutes per call.

All reported jobs **must be** logged via the website - [Log A Job](#). **Only logged jobs** will receive a response within 4hrs.

Help Me Now is available for up to 7 business days after activation.

**Please note:** Every effort is made to respond to all jobs logged calls within 4 hrs the same day; in the first instance if the call is not answered please leave a voicemail or send an SMS/text message. In the unlikely event of Diesel Help being unreachable contact will be made within a 24 hour period.

Help Me Now will expire 12 months after purchase.

### Returns & refunds of Help Me Now

Help Me Now includes access to phone diagnostic support therefore is no set value to how much is obtained of this information.

For a full refund within 1 month of purchase, the *purchaser* must provide proof of purchase and have not activated the diagnostic job online.

Cancellation of Help Me Now administration fee of 5% will apply. Any associated refund fees from Stripe and PayPal will not be reimbursed as per their Terms and Conditions.

In the event of Clinton Brett not being able to provide diesel diagnostic assistance, a back up Consultant will be allocated.

### Delivery Policy

Delivery of Help Me Now is immediate once payment has been processed via the website.

**Capricorn Members** may experience a slight delay as these processes can not be automated.

**Please note:** *If you decide to involve another Consultant to assist with the diagnostics once we are already involved, we will cease our involvement. Involving another Consultant increases the time that we are liaising with your technician, it duplicates our work, your work and the other Consultants.*

*Diesel Help Australia reserves the right to refuse diagnostic calls when secondhand or non genuine **and/or modified** components have been fitted or a customer has provided you with a part for replacement which has been diagnosed externally not by an authorised Diesel Help Member.*

### 3. Terms and Conditions - Training Courses

Before purchasing a ticket for a training course, please read the terms and conditions below of the courses.

#### Training Courses - face to face

Training Courses that are held in workshops or workshop environments and include on-vehicle demonstrations. It is the ticket holder and purchaser's responsibility to ensure that appropriate clothing and footwear is worn for a workshop environment. Failure to do so could result in the workshop owner or educational establishment having the right to refuse entry on their premises for not meeting the Work Health & Safety requirements - **a refund will not be provided.**

#### Training Courses - online

**Diesel Service Advisor:** We have provided an option to implement a competency assessment following each of the 5 learning modules of the training. A PDF includes a copy of slides with sections for training notes, Diesel Vehicle Self Assessment Symptoms Record Sheet, question sheet for each learning module, answer sheet for each learning module and a certificate of participation.

If the purchaser wishes to implement the competency assessment: they take full responsibility for overseeing staff's responses, expected responses have been provided on the answer sheets.

If the member/manager/business owner is confident in the answers provided from the staff member they may utilise the certificate template provided. This can be signed by the member/manager/business owner to provide staff with evidence of their continued professional development.

**Gold and Platinum Members** will have access to 5 views of the Diesel Service Adviser online training throughout the 12 months of the membership period.

Non-member purchases: will have access to **two** views of the Diesel Service Adviser online training and access will expire **4 weeks** after purchase.

### Returns & refunds of training courses

**Training Courses - face to face:** In the unlikely event of the training courses being cancelled by the supplier *Diesel Help Australia* all payments will be held up to 60 days until the new date has been confirmed.

Payments will be returned if the supplier *Diesel Help Australia* cannot confirm a new date within 60 days of the original proposed date.

Cancellation by individual participants are eligible for a refund only if cancellation is made 6 weeks before the event. Any cancellation of an individual participant at less than 6 weeks before a course will be non-refundable. All returns and credits will incur a 5% administration fee. Any associated refund fees from Stripe and PayPal will not be reimbursed as



per their Terms and Conditions.

A credit can be transferable to another party or can be used within a 12 month period at another event, service or product of no greater value.

Training course cancellations due to Federal and/or State Government forced restrictions on social/physical interaction and distancing, border control and exports are non-refundable. A credit note will be provided which can be used for any products or services provided by Diesel Help Australia or used once a new date has been secured for the training course. Once forced restrictions are lifted a new date for the course will be secured as soon as practicable. At least 6 weeks notice will be provided for the rescheduled training course.

**Training Courses - online:** At point of purchase you will receive access to a competency assessment for the online training - and therefore there is no refund option for our online training courses - you are welcome to transfer access to the training to another party.

### **Delivery Policy**

Delivery of training courses are for the scheduled dates which can be up to 3 months prior to the event.

**Capricorn Members** may experience a slight delay as these processes can not be automated.

### **4. Terms and Conditions - Equipment & Parts**

Before purchasing equipment & parts, please read the terms and conditions below of the product.

Freight for specialist diesel diagnostic equipment and parts, i.e. *quick release fittings, dust and end caps etc* \$11.98 and free freight for orders over \$100 - additional freight charges may be incurred for remote areas.

**Freight items unable to ship via Overnight satchel will go via road delivery time is approximately 4 to 10 days.**

### **Returns of equipment & parts**

Diesel Help Australia does not accept returns if the part supplied is correctly ordered based on the information you the client has supplied, yet not suitable for the application. To be eligible for a return, your item must be unused and in the same condition that you received it.

The part must not have been fitted and operated and must be returned within 7 days from the received date. A 10% restocking and administration fee will be charged upon return of items received in **original packaging** in new condition.

**Your item must be in the original packaging.**

**Your item needs to have the receipt or proof of purchase.**

You will be responsible for paying for your own shipping costs for returning your item. Shipping costs are nonrefundable. If you receive a refund, the cost of return shipping will be deducted from your refund.

### **Refunds of equipment & parts**

Once we receive your returned item; we will inspect it and notify you that we have received it. We will immediately notify you on the status of your refund after inspecting the item.

If your return is approved, we will initiate a refund. Depending on the method of refunding the purchase will determine the duration of receipt.

### **Delivery Policy**

Delivery of goods ordered and fully paid are posted within 2 business days.

**Capricorn Members** may experience a slight delay as these processes can not be automated.

### **5. Terms and Conditions - Complimentary Diesel Help Membership**

If you have been provided a Complimentary Membership, please read the terms and conditions below of the membership.

Our business hours are 830am to 4pm Monday to Friday Australia and New Zealand;

Jobs may consist of more than one call to work through the diagnostic process about 1 fault/vehicle.

Phone access only from participating workshop/s and staff.

Email support only initiated, as required, by the Diesel Help Australia (DHA) Consultant Technician.

If a staff member is no longer employed, access will be denied unless payment was made by the individual.

All reported jobs **must** be logged via the website - [Log A Job](#). **Only logged jobs** will receive a response within 4hrs. When circumstances occur such as experiencing internet access issues, an offline request can be sent by contacting us by phone to our office. At the next available opportunity, we do expect you to log in the job via your login.

*Please note: Every effort is made to respond to all jobs logged calls within 4 hrs; in the first instance if the call is not answered please leave a voicemail or send an SMS/text message. In the unlikely event of Diesel Help being unreachable contact will be made within a 24 hour period.*

- Newsletters will be emailed monthly and technical bulletins are not scheduled and are uploaded to the website for members to access using website login

**Please note:** there are no associated discounts on training courses, equipment & parts for complimentary memberships.

**Please note:** If you decide to involve another Consultant to assist with the diagnostics once we are already involved, we will cease our involvement. Involving another Consultant increases the time that we are liaising with your technician, it duplicates our work, your work and the other Consultants. If you decide to reinvolve us, a new and updated job must be logged.

*Diesel Help Australia reserves the right to refuse diagnostic calls when secondhand or non genuine **and/or modified** components have been fitted or a customer has provided you with a part for replacement which has been diagnosed externally not by an authorised Diesel Help Member.*

### **Returns & refunds of Membership**

An individual membership includes access to phone diagnostic support, online access to technical bulletins and diagnostic information exclusive to only Diesel Help Members therefore is no set value to how much is obtained of this information. Membership can be cancelled at any time - no cancellation fees will apply.

As this is a complimentary membership no refund is available.

Membership is not a credit account to purchase parts. All orders will be invoiced, emailed and require payment prior to parts being dispatched. Part prices and availability may change without notice.

In the event of Clinton Brett not being able to provide diesel diagnostic assistance, a back up Consultant will be allocated.

### **Delivery Policy**

Delivery of membership is immediately processed via the website and notification received on email.

### **Diagnostic Job Timelines**

After the initial consult, our Consultants continue to research and investigate possible causes of all current logged faults. To assist in managing our Consultants and Admin's time effectively the maximum time a job will remain open is 60 days. If we have received no communication requesting further assistance on a job, an email will be sent by Admin requesting an update one week after the initial consult has taken place. If no response has been received this will be followed by a phone call by Admin. If we have received no feedback within 14 days of the consult, the job will be closed.

In the case of an intermittent fault and you are waiting for the vehicle to return, we require an estimated date to be scheduled within a 60 day period.

Once a job has been closed we will require a new job to be logged.

## **6. Terms and Conditions - Group Training Packages**

Before paying deposit for a group training course package, please read the terms and conditions below of the courses.

Our Training Courses are held in workshops or workshop environments and include on-vehicle demonstrations. It is the ticket holder and purchaser's responsibility to ensure that appropriate clothing and footwear is worn for a workshop environment. Failure to do so could result in the workshop owner or educational establishment asking you to leave their premises for not meeting the Work Health & Safety requirements - **a refund will not be provided.**



To secure training course dates a deposit of at least 50% is required within 7 days of the invoice date. The amount outstanding of the invoice is due 7 days prior to the event.

When one or more group packages for the same course have been ordered, if a discount is offered, it will only be applied on each course booked after the initial booking. If one of the discounted events is cancelled by the purchaser, the discount is retracted and the difference must be paid on the final invoice.

### **Returns & refunds of group training courses**

In the unlikely event of the training courses being cancelled by the supplier *Diesel Help Australia* all payments will be held up to 60 days until the new date has been confirmed.

Payments will be returned if the supplier *Diesel Help Australia* cannot confirm a new date within 60 days of the original proposed date.

Cancellations by client are eligible for a refund only if cancellation is made within 7 days of Diesel Help Australia receiving the 50% deposit.

Any cancellation of an individual participant must be dealt with by the client (group package purchaser).

All refunds will incur a 5% administration fee.

Training course cancellations due to Federal and/or State Government forced restrictions on social/physical interaction and distancing, border control and exports are non-refundable. Once forced restrictions are lifted a new date for the course will be secured as soon as practicable. At least 6 weeks notice will be provided for the rescheduled training course.

### **Delivery Policy**

Delivery of training courses are for the scheduled dates which can be up to 3 months prior to the event.

### **7. Terms and Conditions - Discount / Promotional coupons**

Before applying the discount or coupon code for your purchase, please read the terms and conditions below of the coupons.

Coupons are not transferable and are not redeemable for cash and cannot be combined with any other coupons or any other offer or discounts or promotions offered by Diesel Help Australia.

To redeem the coupon code, the claimant types the coupon code into the promotional box in the shopping cart of Diesel Help Australia's website and the relevant discount will be automatically deducted from the final price of the qualifying purchase. If the claimant fails to enter the coupon code at the time of purchase as specified, the purchase will not be eligible for the discount. Discounts may not be claimed after confirmation of a claimant's purchase on Diesel Help Australia's website.

Each coupon is valid for a limited time only and expires on the date specified by Diesel Help Australia..

A coupon cannot be applied to a purchase previously placed.

If a coupon is used and an entire purchase/booking (in accordance with the cancellation policy) is cancelled at a later stage by the claimant, the coupon will no longer be valid.

We reserve the right to discontinue a coupon at any time.

### **8. Subject of Agreement**

Diesel Help Australia's business is diesel diagnostics, consulting and training. Our recommendations and advice are provided by qualified, knowledgeable and experienced Diesel Technicians. We strive to fulfil your business, staff and customers requirements to ensure that your Technicians are instructed to the best of our knowledge and capability.

While Diesel Help Australia will be providing assistance, such a role is advisory. The actual implementation of diagnostics, services and repair will be carried out by yourself [the qualified technician] and you will be accountable for the results.

All recommendations and advice on repairs should be carried out using the correct / appropriate tools.

By agreeing to Diesel Help Australia's Terms & Conditions, you [the qualified automotive technician] are also aware that predictions, interpretations implemented by participants/attendees of training courses and/or Diesel Help Members and/or Help Me Now assistance are intended only as guidance to your own judgment.

In engaging us you accept responsibility for your own decisions and release us from any claim. We shall not be held responsible or liable for any loss or damage suffered as a result of misdiagnosis.

### **Confidentiality**

Our experience as qualified automotive technicians and the assistance we provide the automotive industry via diagnostic assistance, consultancy, training and creating technical bulletins means we are in receipt of confidential information. By agreeing to Diesel Help Australia's Terms & Conditions you agree to sharing fault information, diagnostics and outcomes to improve and support the automotive industry.

We, Diesel Help Australia will never discuss or identify you, your staff, your business name, address or phone number without obtaining written consent. The exception would be if you placed a customer at significant risk, harm or negligence, resulting in reporting to the A.A.A.A or your local state MTA. Resulting in DHA cancelling your Diesel Help Membership subscription without a refund.

Diesel Help Australia is the owner of all **Intellectual Property** on our website, training course booklets, online training, field reports and technical bulletins. We encourage training participants and Diesel Help members to retain and review course material, field reports and technical bulletins however we request that this is not duplicated, amended or distributed to any other party. If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

## **9. Additional Policies**

### **Quotations Policy**

All quotes are valid for 7 days from the date issued. Quotes are subject to price depending on availability at the time of confirmed order. If parts are not available at this time and are required immediately, an additional freight charge may be incurred. Diesel Help Australia orders are based on the information that you, the client has provided the correct vehicle/engine/application information at the time of the order. Payment must be made prior to parts being dispatched.

### **Privacy Policy**

Diesel Help Australia is committed to providing quality services to you and this policy outlines our ongoing obligations to you in respect of how we manage your Personal Information. We have adopted the National Privacy Principles (NPPs) contained in the Privacy Act 1988 (Cth) (the Privacy Act). The NPPs govern the way in which we collect, use, disclose, store, secure and dispose of your Personal Information. A copy of the Australian Privacy Principles may be obtained from the website of The Office of the Federal Privacy Commissioner at [www.privacy.gov.au](http://www.privacy.gov.au).

### **What is Personal Information and why do we collect it?**

Personal Information is information or an opinion that identifies an individual. Examples of

Personal Information we collect include: names, addresses, email addresses, phone and facsimile numbers.

This Personal Information is obtained in many ways including interviews, correspondence, telephone, facsimile, email, and via our website [www.dieselhelp.com.au](http://www.dieselhelp.com.au), from your website, from media and publications, from other publicly available sources, from cookies and third parties. We don't guarantee website links or policy of authorised third parties.

We collect your Personal Information for the primary purpose of providing our services to you, providing information to our clients and marketing. We may also use your Personal Information for secondary purposes closely related to the primary purpose, in circumstances where you would reasonably expect such use or disclosure. You may unsubscribe from our mailing/marketing lists at any time by contacting us in writing or unsubscribing directly from our MailChimp Campaigns.

When we collect Personal Information we will, where appropriate and where possible, explain to you why we are collecting the information and how we plan to use it.

### **Sensitive Information**

Sensitive information is defined in the Privacy Act to include information or opinion about such things as an individual's racial or ethnic origin, political opinions, membership of a political association, religious or philosophical beliefs, membership of a trade union or other professional body, criminal record or health information.

Sensitive information will be used by us only:

- For the primary purpose for which it was obtained
- For a secondary purpose that is directly related to the primary purpose
- With your consent; or where required or authorised by law.

### **Third Parties**

Where reasonable and practicable to do so, we will collect your Personal Information only from you. However, in some circumstances we may be provided with information by third parties. In such a case we will take reasonable steps to ensure that you are made aware of the information provided to us by the third party.

### **Disclosure of Personal Information**

Your Personal Information may be disclosed in a number of circumstances including the following:

- Third parties where you consent to the use or disclosure; and
- Where required or authorised by law.

### **Security of Personal Information**

Your Personal Information is stored in a manner that reasonably protects it from misuse and loss and from unauthorised access, modification or disclosure. When your Personal Information is no longer needed for the purpose for which it was obtained, we will take reasonable steps to destroy or permanently de-identify your Personal Information. However, most of the Personal Information is or will be stored in client files which will be kept by us for a minimum of 7 years.

### **Access to your Personal Information**

You may access the Personal Information we hold about you and to update and/or correct it, subject to certain exceptions. If you wish to access your Personal Information, please contact us in writing. Diesel Help Australia will not charge any fee for your access request, but may charge an administrative fee for providing a copy of your Personal Information. In order to protect your Personal Information we may require identification from you before releasing the requested information.

### **Maintaining the Quality of your Personal Information**

It is important to us that your Personal Information is up to date. We will take reasonable steps to make sure that your Personal Information is accurate, complete and up-to-date. If you find that the information we have is not up to date or is inaccurate, please advise us as soon as practicable so we can update our records and ensure we can continue to provide quality services to you.

### **Policy Updates**

This Policy may change from time to time and is available on our website.

### **Compliments & Complaints**

If you have any compliments or complaints please contact us at:

#### **Diesel Help Australia**

PO BOX 9012, Burnett Heads, QLD 4670

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