



# BMW PREMIUM CERTIFIED TERMS & CONDITIONS BOOKLET

BMW Premium Certified

[bmw.com.au](http://bmw.com.au)

BMW PREMIUM CERTIFIED.  
BMW APPROVED  
PRE-OWNED VEHICLES.

Terms & Conditions Booklet.

BMW Australia Limited, ABN 11 004 675 129

## BMW PREMIUM CERTIFIED

The terms of the BMW Premium Certified Programme are contained in this handbook.

BMW Premium Certified is a programme provided by BMW Australia Ltd ABN 11 004 675 129 ("BMW") for qualifying Pre-Owned BMW Vehicles purchased from the Authorised BMW Dealer network ("Vehicle"). These terms and conditions apply to Vehicles purchased on or after 1 January 2020.

The benefits of BMW Premium Certified are:

1. BMW Premium Certified Free Service Period; and
2. complimentary BMW Roadside Assistance & Accident Management.

Limitations apply. Full terms and conditions are outlined in this handbook.  
Please consult your Authorised BMW Dealer for further details.

Some key limitations:

- The BMW Premium Certified Service Free Period is not transferrable, and is limited to the Vehicle and the owner identified in the BMW Premium Certified Certificate. In this handbook, that owner is referred to as the "Owner" or "you".
- The benefits of the BMW Roadside Assistance & Accident Management are transferrable upon sale of the Vehicle by you, and will transfer to the new owner.
- The benefits of the BMW Premium Certified Programme are provided with every qualifying Vehicle but have no notional monetary value. No refunds are payable by BMW to you where:
  - You cancel any benefit provided under the BMW Premium Certified Programme; or
  - You do not make use of any benefit provided under the BMW Premium Certified Programme.

Your Vehicle come with statutory rights that cannot be excluded, including guarantees under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

The BMW Premium Certified Programme applies in addition to any statutory rights or remedies that you may have, including under the Australian Consumer Law. The terms and conditions set out in this handbook do not exclude, restrict, limit or modify those rights or remedies, except to the extent that their application may be lawfully excluded, restricted, limited or modified.

Please be aware that repairs conducted on a Vehicle may result in the loss of user generated data electronically stored within the Vehicle such as data, songs or files stored on the Vehicle's hard drive. You are advised to retain a copy of such material in an alternative media before delivering the Vehicle for any service or repair.



## 1. BMW PREMIUM CERTIFIED SERVICE FREE PERIOD.

### 1.1 WHAT IS INCLUDED IN THE BMW PREMIUM CERTIFIED SERVICE FREE PERIOD?

Under BMW Premium Certified Service Free Period, BMW provides the following benefits:

- For all BMW models there are no scheduled servicing costs for the first 6 months or 10,000 kilometres, whichever comes first.
- Vehicles manufactured from September 2008 will have a Vehicle Check incorporated in the Vehicle's Condition Based Servicing system. The Vehicle check requires the Vehicle to be returned to an Authorised BMW Dealer once each year for a routine inspection.

The time and distance conditions run from the date on which your Vehicle is delivered to you.

### 1.2 WHAT DO YOU NEED TO DO TO QUALIFY FOR THE BMW PREMIUM CERTIFIED SERVICE FREE PERIOD?

You must maintain a record of the distance travelled by your Vehicle and provide the relevant information when requested by BMW.

It is a condition of the BMW Premium Certified Programme that you do not tamper with or alter the ordinary function of your Vehicle's odometer. Doing so will disqualify your rights set out in this handbook (other than those which cannot be excluded by law).

### 1.3 WHAT IS NOT COVERED IN THE BMW PREMIUM CERTIFIED SERVICE FREE PERIOD?

#### 1.3.1 Servicing performed before you purchase your Vehicle.

BMW Vehicles use one of two systems to determine when a service falls due - Condition Based Servicing and Service Interval Indicator – both of which measure time, kilometres travelled and vehicle usage to determine the frequency of the scheduled servicing.

The BMW Premium Certified Vehicle will have had the following scheduled service work completed before the date of delivery:

- service work stipulated by BMW in the BMW Owner's Service Booklet and applicable to the Vehicle including the supply or replacement of necessary parts and lubricants; and
- preventative treatment as BMW considers necessary.

Accordingly, you should not require such servicing during the Service Free Period except in extraordinary circumstances.

#### 1.3.2 General exclusions.

BMW's obligations under BMW Premium Certified Service Free Period shall not include:

- repairs resulting from normal wear and tear to the Vehicle, such as brake pads and brake discs which will be charged to the Owner;
- replacement of tyres;
- repairs necessary due to damaged glass, panels or paint work, including rust or corrosion;
- special preparation for or restoration after long-term storage;
- repairs by persons other than an Authorised BMW Dealer;
- effecting or repairing alterations or modifications to the Vehicle;
- work necessary due to water entry, negligence, accidental or intentional damage or abuse, or due to exceeding any of the manufacturer's specified maximum speeds, revolutions or load capacities;
- Vehicle recovery, towing or other related travel costs (this may be covered by the applicable Roadside Assistance Programme); and
- work involved in daily or other regular checks to the Vehicle, (other than the Vehicle check referred to in section 1.3.1).

As set out above, the conditions of the BMW Premium Certified Service Free Period are subject to any statutory rights and remedies that are available to you, including under the Australian Consumer Law.



#### 1.4 THE BMW PREMIUM CERTIFIED SERVICE FREE PERIOD AND BMW SERVICE INCLUSIVE.

BMW Service Inclusive (“BSI”) is a programme offered by BMW where vehicle owners can purchase a package that covers scheduled servicing for a defined period and distance. Terms and conditions for the BSI programme are available at [www.bmw.com.au](http://www.bmw.com.au).

If a BSI package has been purchased in connection with your Vehicle, there may be a residual period to which you are entitled as the purchaser of the Vehicle.

Any residual entitlement on an existing BSI package will run concurrently with your entitlements under the BMW Premium Certified Service Free Period.

If you have purchased a BSI package at the same time as you have purchased your Vehicle, your entitlements under that BSI package will commence after your entitlements under the BMW Premium Certified Service Free Period.

## 2. BMW ROADSIDE ASSISTANCE & ACCIDENT MANAGEMENT.

All new BMW Vehicle owners automatically receive 36 months complimentary BMW Roadside Assistance & Accident Management from the date of first registration of the Vehicle (or, in the case of an unregistered Vehicle, from the date of delivery of the Vehicle to the first purchaser).

#### What to do when you need assistance.

Should you require assistance, call the BMW Roadside Assistance & Accident Management tollfree number, 1800 808 111. Please have the following information available for the Customer Service Assistant who will answer your call:

- Your name.
- Your BMW registration number.
- Your BMW Service Card number.
- The model and colour of the Vehicle.
- A description of the problem.
- If possible, a telephone number where you can be contacted.
- The exact location of your BMW.

Your Customer Service Assistant will be able to mobilise the necessary assistance which may include:

- Roadside assistance.
- Towing to an authorised BMW Dealer or authorised repairer.
- Onward travel.
- Hotel accommodation.
- Car hire.

Please do not make your own vehicle assistance arrangements through a third party, as BMW may not be able to reimburse any costs incurred.

#### Stay with your Vehicle.

Once assistance has been called, it is vital that your Vehicle is attended. Should BMW Roadside Assistance & Accident Management arrive at your Vehicle, and it is unattended, then work cannot be carried out and payment may be required for any subsequent call-outs to assist with the incident.

#### 2.1 BMW ROADSIDE ASSISTANCE.

##### 2.1.1 Mechanical Assistance

Should the Vehicle be immobilised, temporary on-the-spot adjustments will be made to your BMW to ensure that you and your Vehicle are back on the road as soon as possible.

##### 2.1.2 Non-Mechanical Assistance

Assistance will also be provided in non-mechanical related incidents including tyre change, flat battery, out of fuel and lockouts.

**2.1.3 Theft**

In the event that the Vehicle is stolen, BMW Roadside Assistance can arrange alternative transport to get you home. Note that in such cases costs of towing, alternative transport or accommodation are normally covered by your insurer and as such, are not covered by BMW Roadside Assistance.

**2.1.4 Vehicle Transport**

Should the Vehicle be immobilised as a result of a breakdown, vehicle transport will be provided to deliver your Vehicle to:

- In major metropolitan areas, the authorised BMW Dealer of your choice (provided it is within 40kms from the point of breakdown); or
- The closest authorised BMW Dealer or authorised repairer. For breakdowns which occur after-hours, your Vehicle will be stored at a secure facility and delivery will be made the morning of the next working day.

**2.1.5 Fuel**

In the event that you run out of fuel, BMW Roadside Assistance will supply, free of charge, sufficient fuel to get you to the next refuelling point.

**2.1.6 Lockout**

If your keys have been locked in the Vehicle or lost, BMW Roadside Assistance will, upon provision of adequate proof of ownership, provide emergency assistance as follows:

- Locate and deliver your spare key, or arrange for you to retrieve your spare key if more practical.
- If an emergency situation arises, or you insist that the Vehicle is accessed, and it is necessary to gain access to the Vehicle, BMW Roadside Assistance will attempt to gain access by other means, but only after provision of your written consent. Whilst all care will be taken, BMW Roadside Assistance will not be held responsible for any damage incurred or resultant repair costs. Additional conditions may apply. A limit of \$150 (incl. GST) applies to this service.

**2.1.7 Taxi**

If the Vehicle cannot be mobilised due to a mechanical breakdown and must be transported to an authorised BMW Dealer, alternative transportation (taxi) to the value of \$200 (incl. GST) will be provided to continue your journey to the nearest town or city or within the same town or city where the breakdown occurred.

**2.1.8 Caravan or Trailer**

If you are travelling with a caravan or trailer, BMW Roadside Assistance will arrange for it to be recovered and relocated to the nearest convenient safe location until you and the Vehicle are ready to resume your journey.

**2.1.9 Legal Advice**

Telephone legal advice is available 24 hours a day in relation to any matter involving the ownership or use of the vehicle. Advice does not extend to preparation of briefs or personal interviews.

**2.1.10 Medical Advice**

Medical advice is available 24 hours a day to drivers and/or passengers and may include medical advice, contact with doctors and/or emergency services, and arrangement of transport with escort if necessary. Any costs associated with treatment or transport are payable by you and are not covered by this programme.

**2.1.11 Cancellation/Rebooking of Transport Arrangements**

Following Vehicle breakdown, BMW Roadside Assistance will provide assistance with cancellation and rebooking of any pre-arranged travel arrangements, including accommodation and flight reservations. Costs associated with rebooking or cancellation of travel plans will be at your expense.

**2.1.12 Accommodation**

Accommodation will be provided for up to 4 nights to a total maximum value of \$200 (incl. GST) per person per night should you decide to remain with your Vehicle whilst it is repaired locally or if the breakdown occurs outside the hours when alternative transport could be arranged. Any amount charged in excess of



this limit will be your responsibility.\* This benefit provides room only and excludes meals, phone calls, laundry, etc.

#### 2.1.13 **Car Rental**

Car rental may be provided in conjunction with accommodation for a maximum period of three days. Alternatively, should accommodation not be required, the car rental period can be extended to a maximum of five days. The limit for this benefit is \$1,000 (incl. GST), fuel and other incidental costs and charges as well as fines or damage caused are not included.\*

#### 2.1.14 **Vehicle Relocation**

If your Vehicle is immobilised due to mechanical breakdown and you have left your Vehicle to continue your journey, once it is repaired, your Vehicle will be delivered to you at your home or intended destination (whichever is the nearest).\* Where appropriate, the driver may be supplied with transport to collect the repaired Vehicle from the authorised BMW Dealer.

#### 2.1.15 **Alternative Transport Assistance**

Should hotel accommodation or a rental vehicle be unavailable\*, alternative transport will be provided for the driver and up to four passengers travelling in the Vehicle to return home or to their intended destination to a maximum of \$300 (incl. GST). Any amounts charged in excess of this limit is at your expense.

#### 2.1.16 **Emergency Parts**

If you have decided to have the Vehicle repaired locally rather than transported, and necessary spare parts are not available locally, BMW Roadside Assistance will assist in locating and transferring the parts to the repairer. All costs associated with the spare parts, delivery and repair of your Vehicle is your responsibility.\*

\*BMW Roadside Assistance cover for Accommodation, Car Rental, Vehicle Relocation, Alternative Transport Assistance and Emergency Parts entitlements only comes into effect where a breakdown occurs more than 70kms from your home and the Vehicle is expected to be immobilised for a period longer than 24 hours. Accommodation and car rental benefits cease once the Vehicle has been repaired.

## 2.2 **BMW ACCIDENT MANAGEMENT.**

BMW Accident Management is available if you have an accident. Should you require assistance call the BMW Accident Management toll-free number, 1800 808 111 to report the incident and record the details.

### 2.2.1 **Medical Advice and Referral**

BMW Accident Management provides you and your passengers with telephone access to emergency medical advice at the scene of an accident. Please note: all costs associated with this service are your responsibility.

### 2.2.2 **Accident Assist at the Scene of the Accident**

In the case of an accident, BMW Accident Management will provide the following services where required:

- Arrange attendance of relevant emergency services Ambulance, Police, Fire Brigade.
- Advise you not to admit liability.
- Advise you to obtain third party details.
- Advise you to obtain the details of any independent witnesses.
- Advise you if police should be called.
- Advise you to verify by sighting and obtain relevant parties' driver's licence details.
- Message relay to your family, friends or work colleagues to advise of any delays or medical injuries.

### 2.2.3 **Accommodation or Rental Car Assistance**

Should you or your passengers require emergency accommodation or a rental car, BMW Accident Management will endeavour to arrange this at corporate rates. Costs incurred will remain your responsibility, but may be claimable from your insurance company.

**2.2.4 Taxi**

Where a taxi is needed after an accident and your insurance company is unlikely to provide the service or cover the cost, BMW Accident Management will arrange for one to a maximum limit of \$200 (incl. GST).

**2.2.5 Accident Claim Form Assistance**

BMW Accident Management will help you to complete accident claim forms and, where possible, arrange for claim forms to be forwarded to you.

**2.2.6 Accident Towing**

BMW Accident Management will coordinate the towing of your Vehicle to an authorised servicing Dealer or approved repairer. While this service is at your expense, BMW Accident Management will assist in claiming towing charges back through your insurance company.

**2.2.7 Accident Quotation Assistance**

BMW Accident Management will coordinate and follow up with the authorised servicing Dealer or approved repairer regarding quoting of vehicle damage. A second quote can also be arranged where necessary. Services are provided during business hours, Monday to Friday, EST.

**2.2.8 Accident Assessment Assistance**

The assessment and final approval of quotes by your insurance company will be co-ordinated by BMW Accident Management. You will be kept up to date with progress. Services are provided during business hours, Monday to Friday, EST.

**2.2.9 Rental Car Arrangements**

BMW Accident Management will be happy to arrange a rental car upon request. All rental and associated costs will be your responsibility. Discounted rental rates will be sought when available.

**2.2.10 Accident Repairer Follow Up**

BMW Accident Management will communicate with the authorised servicing Dealer or accredited body repairer to establish an estimated date of completion for all repairs and then see the process through. If repairs become delayed due to any unforeseen issues (including but not limited to parts delay), BMW Accident Management will let you know and stay in contact with everyone concerned. BMW Accident Management will be in touch to ensure that you are satisfied with the repairs and condition of the Vehicle. If there are any problems, BMW Accident Management liaises with the insurance company or repairer to ensure they are resolved as soon as possible.

**2.2.11 Cancellation/Rebooking Travel Arrangements**

In the case of travel plans being interrupted due to an accident, BMW Accident Management will contact the relevant people to cancel or rebook your travel, arrange alternative transport and relocation of the Vehicle once repaired. Please note: any costs associated with rebooking or cancellation of travel plans will be at your expense

**General**

All costs relating to parts, labour and other associated costs for towing or repair of the Vehicle involved in an accident, or attempted theft, will be your responsibility. Some of the services provided by BMW Accident Management may be limited subject to the guidelines and procedures of your insurance company and/or policy entitlements. As the insurance company is the ultimate body responsible for any damage claims, BMW Accident Management will adhere to any instructions or directions they provide. Please note: in certain areas within Australia, local government authorities manage all accident towing contractors via Accident Allocation Centres (AAC). Within such areas BMW Accident Management is unable to arrange the attendance of its own accident towing companies and is required by law to contact the AAC to arrange all accident towing. BMW Accident Management Assistance Service do not extend to insurance policy interpretation or application.

**Transfer of Cover**

BMW Roadside Assistance & Accident Management is fully transferable between owners at any time during the period of cover. However, no refunds will be provided for cancellation of benefit. BMW must be notified of the transfer. Contact details below:



BMW Australia Ltd  
Customer Interaction Centre  
Phone: 1800 813 299  
Fax: 1800 350 528

### **2.3 BMW ROADSIDE ASSISTANCE & ACCIDENT MANAGEMENT CONDITIONS.**

Any roadside assistance required as a result of driving on a racetrack, competing in organised road/ off road rallies, inappropriate use, incorrect repair or faulty workmanship on the Vehicle by a non-authorized BMW Dealer, or directly due to the fitment of non-genuine parts and/or accessories; will be co-ordinated by BMW Roadside Assistance & Accident Management; however, all costs will be your responsibility.

To be eligible for BMW Roadside Assistance & Accident Management, the Vehicle must be well maintained and of sound mechanical and roadworthy condition. If you have any doubt of the condition of the Vehicle, please do not hesitate to contact your local authorised BMW Dealer, who will arrange an inspection. Some services are excluded from the cover of BMW Roadside Assistance & Accident Management, and these are listed below:

- Costs of repairs other than provision of fuel and mechanical assistance.
- Any rental vehicle cost which would normally be payable by you, such as security deposit, excess kilometres, petrol and toll charges, or accident excess in the event that the hire car (if provided under the policy) is involved in an accident.
- In the interests of providing a quality service, BMW Roadside Assistance & Accident

Management reserves the right to amend or withdraw service where utilisation is excessive due to the lack of regular and preventative maintenance by you or failure to rectify any recurring fault by you.

Whilst all care will be taken, neither BMW Roadside Assistance & Accident Management, BMW or any service provider of BMW Roadside Assistance & Accident Management, will be responsible for any damage incurred or resultant repair costs which is not caused by act or negligence of any of those parties.

#### **Important Information**

BMW Roadside Assistance & Accident Management is offered by BMW Australia Ltd  
ABN 11 004 675 129. BMW Roadside Assistance & Accident Management service is provided by  
AWP Australia Pty Ltd trading as Allianz Global Assistance ABN 52 097 227 177.

## **3. BMW PREMIUM CERTIFIED GUARANTEES.**

### **3.1 STATUTORY WARRANTY FOR A USED VEHICLE IN YOUR STATE OR TERRITORY.**

In some instances, a balance of the BMW (New Vehicle) Supplementary Warranty may apply. Please refer to your BMW Supplementary Warranty Booklet for full details. Your BMW Premium Certified guarantees do not limit the operation of the BMW (New Vehicle) Supplementary Warranty.

Under the laws that apply in your State or Territory you may also be entitled to a statutory warranty in relation to the Vehicle as a used vehicle. Regardless of the age or kilometre limitations provided by the law of your State or Territory, if your Vehicle is less than 10 years old and has travelled less than 160,000 kilometres the BMW selling Dealer will honour the statutory warranty that you would be entitled to if your Vehicle was within the age and distance restrictions that apply in your State and Territory. If, after the date of publication of this handbook, the laws of your State or Territory remove age or distance restrictions, or set out age and distance restrictions that are more favourable to you than those set out herein, you will of course receive the benefit of those statutory rights. The statutory warranty is personal to you, and does not transfer if you transfer your Vehicle.

### **3.2 MAKING A CLAIM.**

You should firstly contact the Service Manager of your selling Authorised BMW Dealer and follow instructions given. If you are in transit at the time, you should contact the Service Manager of the closest Authorised BMW Dealer. All



valid warranty claims will be processed directly by the Authorised BMW Dealer. Where necessary, additional support is available from BMW.

Any escalation can be directed to BMW Group Australia:  
BMW Australia Ltd  
ACN 004 675 129  
783 Springvale Road  
(PO Box 745) Mulgrave, VICTORIA 3170  
phone: 1800 813 299  
email: info@bmw.com.au

### 3.3 SERVICING YOUR VEHICLE.

Please make sure that you understand the correct service schedule recommended for your Vehicle. If in doubt, check with your Authorised BMW Dealer.

To comply with the conditions of the BMW Premium Certified Programme, the Vehicle must be serviced in accordance with BMW's requirements. You may have the service work performed by an outlet not authorised by BMW. However, BMW can only recommend Authorised BMW Dealers, as it has control of the equipment, spare parts and training standards of those Dealers. Therefore, the BMW Premium Certified Programme will not cover a claim to the extent to which it has been caused by poor servicing performed by an outlet not authorised by BMW.

Please ensure that the Vehicle's iDrive system is up to date with the correct kilometres by the Servicing Dealer.

### 3.4 OTHER EXCLUSIONS AND LIMITATIONS.

BMW's liability to you under this BMW Premium Certified Programme, is limited in the event of a breach of the Programme by BMW or in the event of a breach of any term, condition or warranty which cannot be excluded by law, to (at BMW's election):

- repair or compensation you in the amount of the costs of repair; or
- re-performance of the relevant services, or compensation to you in the amount of the costs of re-performing those services.

The BMW Premium Certified Programme is not designed to restore Vehicles to new vehicle condition, and any representation that your Vehicle sold under the BMW Premium Certified Programme will be "new", "as new" or "in new vehicle condition" is hereby excluded. Parts such as worn piston rings or a noisy final drive, which become apparent after the purchase of the Vehicle, are not covered by the BMW Premium Certified Programme.

There are certain parts on the Vehicle that require periodic cleaning or adjustment. This maintenance related repair work is regarded as part of the Owner's ongoing expense to keep the Vehicle safe on the road.

The BMW Premium Certified Programme does not include compensation for progressive normal wear and tear which is commensurate with the kilometres covered, nor is there an allowance for improvements to the Vehicle.

The BMW Premium Certified Programme is not an insurance product and does not cover loss, damage or defects which arise from or are caused by accident, fire, flood, Acts of God, war, acts of terrorism or any other cause beyond the reasonable control of BMW, or caused by mis-fuelling, water entry, abuse, misuse, negligence or exceeding any of the manufacturer's specified maximum speeds, revolutions or load capacities.

BMW accepts no responsibility or liability relating to any user or third party if alterations to the Vehicle are effected which are not approved by BMW.

In addition, the BMW Premium Certified Programme does not cover:

- Defects which, in BMW's reasonable opinion, are a result of the Vehicle not properly and reasonably being used in accordance with normal expectations considering its design, or are caused by an act or omission of a person other than BMW after the original supply of the Vehicle as a new vehicle.



- Normal “wear and tear” parts (including but not limited to brake pads, brake discs, clutch linings, spark plugs, wiper blades, filters, oil seals, corroded mufflers, replacing windscreens due to sand blasting effects, stone chips and tyres) which are considered to be regular replacement parts.
- Normal maintenance or other adjustments which become necessary throughout the life of the Vehicle, or adjustments which may become necessary due to abnormal usage.
- Labour, parts and service items (including but not limited to lubricants, oils, gaskets, wheel balancing and wheel alignment) utilised during normal maintenance services;
- Non-BMW supplied options, parts, accessories and/or other items fitted to the Vehicle at any time.
- Any defect to any non-genuine part or accessory and any loss, damage or defect to the Vehicle which arises from or is caused by any non-genuine part or accessory.
- Any loss where the odometer has been tampered with, altered or disconnected.
- Repairs or replacements or other work undertaken by persons other than an Authorised BMW Dealer.
- Vehicles used for hire or reward (including but not limited to limousines), self-drive hire, driving schools or any form of instruction, or Vehicles used in any sort of competition, rally or racing of any kind.
- Rectification of normal wear and tear items such as any trim item (including but not limited to seat covers, door trims, soft-top/convertible roof, trim covers, carpets, edge protectors, door seals and windscreen moulds), chrome and seals, which is apparent at the time the Vehicle was purchased or becomes apparent during the Statutory Warranty Period.
- Any claim arising from damage as a result of continued operation of the Vehicle or part after it has become or ought to have become apparent to the driver that some fault exists in the Vehicle.
- Rattles, squeaks and adjustments.
- Any under carriage impact damage.
- Modifications or adjustments which may be required due to alterations in local legislation or conditions after the original registration of the Vehicle.
- Repairs necessary as a result of interference from high frequency radio signals
- Vehicles not imported into Australia by BMW as new.
- All work carried out which is specifically excluded from the BMW Premium Certified Programme and is not recoverable under statutory rights and remedies, including the Australian Consumer Law is chargeable to the Owner.