



WARRANTY STATEMENT – BAILEY IMPORTED CARAVANS

IMPORTANT NOTICE REGARDING YOUR CONSUMER RIGHTS

The benefits given to you in this manufacturer's warranty are **additional to**, and do not detract from, any rights and remedies that you may have under Australian consumer protection laws. Our goods come with certain guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for 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.

This manufacturer's warranty is not intended to

- change or exclude any statutory consumer rights that cannot be lawfully changed or excluded; or
- limit or exclude any right you have against the person who sold the Bailey Leisure product to you if that person has breached the sales contract with you.

Bailey Leisure Pty Ltd (ACN 169 952 587) (“**the Company**”), Australian manufacturer of Bailey caravans, warrants to the purchaser of each new caravan manufactured by the Company that the caravan, under normal use and maintenance, will be free from defects in material and workmanship, subject to the following terms and conditions.

1. The Company's Obligations

- 1.1. All items are guaranteed against defects arising from faulty workmanship or materials that appear and are notified to the Company in writing for a maximum period of 36 months (3 years) from the date of purchase of the caravan (“**the warranty term**”) if installed, maintained and used in accordance with the manufacturer's instructions and subject to the terms and conditions of this warranty.
- 1.2. In addition to paragraph 1.1 Bailey European Alu-Tech caravans are covered by a 120 month (10 year) Bodyshell Integrity Guarantee from the initial date of purchase. This cover extends to any structural degradation to the bodyshell that arises as a result of water ingress through any permanently sealed seam or joint (with the exception of exclusions stated in the terms and conditions).
- 1.3. Provided that the terms of the warranty are met, an authorized agent of the Company or the Company shall at its discretion, either repair or replace any

caravan or genuine part/s that are defective in material or workmanship with the same or equivalent parts, within the warranty term, and subject to clause 3.3, without charge to the owner. The Company is not obliged or required to repair or replace any defective part or parts of the caravan unless the Company is notified in writing of the defect within 7 calendar days of the date upon which the defect becomes apparent.

2. Your obligations

In addition to clause 3, for this warranty to apply:

- 2.1. you must notify the Company in writing at the address set out in the footer of this document of the defect within 7 calendar days of the date upon which the defect became apparent;
- 2.2. you must contact the Company or authorized dealer to arrange and obtain authorisation for urgent repairs anywhere within Australia;
- 2.3. you must carry out regular servicing (12 month annual service) of the caravan by an authorized dealer or repairer in accordance with the caravan handbook or manual or information supplied with the caravan;
- 2.4. you must retain and provide the Company with evidence of the regular servicing in accordance with the manufacturer's specifications referred to in clause 2.3 above by retaining warranty service cards completed by the authorized dealer or repairer servicing the caravan. Maintenance services are at the cost of and responsibility of the purchaser; and
- 2.5. the caravan or parts must not be or have been subject to misuse, abuse or neglect.

3. Exclusions

- 3.1. Subject to provisions of legislation such as the *Competition and Consumer Act 2010* (as amended from time to time) that cannot be excluded or limited, this warranty shall not apply to, or include any of the following:
 - 3.1.1. Repair or replacement which results from any of the following:
 - 3.1.1.1. use of the caravan or parts in any conditions other than its or their intended "normal use and operation in accordance with the intended use of the caravan and parts as instructed by the Company, or as contained in the caravan manual or handbook. If the use or application of the caravan is changed after the date of sale, this change must be notified in writing to the Company as soon as possible, and may impact on the terms of this warranty;
 - 3.1.1.2. accident to the caravan;

- 3.1.1.3. misuse or abuse or neglect of the caravan;
- 3.1.1.4. lack of proper and punctual maintenance and regular servicing, as set out in the caravan manual or handbook and the other operating instructions for the caravan;
- 3.1.1.5. repairs improperly performed or performed without authority of the Company or replacement parts improperly installed by any person other than an authorized agent of the Company or the Company;
- 3.1.1.6. a replacement part or accessory fitted to the caravan which does not conform to the Company's specifications;
- 3.1.1.7. modification and remodelling without written authorisation from the Company;
- 3.1.1.8. deterioration due to normal use and exposure;
- 3.1.1.9. damage from environmental conditions such as airborne fallout, salt, sand, stone, hail, windstorm, lightning, flood and the like. You acknowledge that salt exposure will always corrode metal and such corrosion is not covered by the terms of this warranty;
- 3.1.1.10. the caravan or parts become of unacceptable quality due to acts of the user or third party or reasonable steps are not taken to prevent the caravan or parts from becoming of unacceptable quality;
- 3.1.1.11. the caravan or parts are damaged by abnormal use; or
- 3.1.1.12. Bailey caravans are not designed for hard/high impacts, heavy landings, severely rutted roads, or tracks.

Bailey caravans are not designed for use on 4WD-only tracks.

The following items for the European Alu-Tech range are not covered under our warranty:

- Impact or stone damage to body, chassis or running gear.
- Water/dust ingress causing deterioration or soiling of fabrics and internal fitments.
- Water ingress damage due to water crossings.

- Movement or damage caused by appliances and fittings dislodging, resulting from hard/high impact, heavy landings, severely rutted roads or tracks.
- Damage arising from misuse or incorrect set up or prep of caravan.

3.2. This warranty does not include or apply to:

3.2.1. items not supplied by the Company;

3.2.2. any damage to the caravan caused by corrosion, undue overloading, misuse, neglect or accident, nor does it apply to equipment which forms part of the caravan, which has been altered in any way by a person other than an agent of the Company or by the Company;

3.2.3. any items manufactured by others, whether or not such items are warranted by their respective manufacturers consumable, perishable or wearing parts (including but not limited to lubricants, tyres, brakes) warranties;

3.2.4. any defect to the caravan which results from the fitting of accessories where these items have not been fitted in accordance with the Company's specific instructions;

3.2.5. the caravan or parts are caused to become of unacceptable quality by someone other than the Company or reasonable steps are not taken to prevent the caravan or parts from becoming of unacceptable quality; or

3.2.6. the caravan or parts are damaged by abnormal use.

3.3. **Expenses of claiming the warranty:** You will arrange at your own cost, any expense related to claiming the warranty, including the transportation of the caravan or any defective part to and from any authorized repairer of the Company or the Company, including but not limited to towing charges or other transportation charges.

4. Other Warranties

4.1. The benefits given to you by this warranty are in addition to other rights and remedies of the consumer under a law in relation to the goods or services to which the warranty relates.

4.2. Subject to clause 4.1 and any statutory implied terms that cannot be negated or amended in any respect, this warranty and the rights and remedies of the consumer under a law in relation to the goods or services to which the warranty relates contain the whole of the Company's obligations. An authorized agent of the Company or any employee of the Company is not authorized to extend or enlarge this warranty.

5. Limitation of Liability and Remedy

- 5.1. Where there is a supply to you of goods other than goods of a kind ordinarily acquired for personal, domestic or household use or consumption, the liability of the Company (or of any associated entity as defined by section 50AAA of the *Corporations Act 2001* (Associated Entities’)) and its agents under this warranty is limited (at the absolute discretion of the Company) to:
- 5.1.1. the cost of replacing the goods;
 - 5.1.2. the cost of obtaining equivalent goods; or
 - 5.1.3. the cost of having the goods repaired.
- 5.2. Various rights under the Act and other legislation cannot be excluded or limited, and this warranty is to be read and construed as additional to and not restrictive of such statutory rights or warranties. Unless and to the extent set out in this Warranty and statutory rights that cannot be excluded, all other liabilities of the Company, Associated Entities or their officers, employees or agents are excluded and the purchaser releases and holds harmless each of them from or against any other liability howsoever arising.

6. General

- 6.1. This warranty is subject to the laws of the State of Victoria and is subject to the exclusive jurisdiction of the Courts of that State.
- 6.2. Notwithstanding your location or provisions of any Court Rules, the parties acknowledge and agree that the appropriate place of trial for any action commenced by either party is Melbourne Central Business District.
- 6.3. If any provision in this warranty shall be found or held to be void, the validity of the remaining provisions shall not be affected.
- 6.4. The benefit of these warranties shall not be assigned by the purchaser or any other person without the prior written consent of the Company.

7. Details of how claims can be made

This warranty is given by Bailey Leisure Pty Ltd (ACN 169 952 587). If you wish to make a claim you should contact the following:

Title: Customer Services Officer
Telephone: 03 9308 7310
Email: warranty@baileyaustralia.com.au
Website: www.baileyaustralia.com.au



***CUSTOMER TO SIGN, FILL IN AND SEND BACK WARRANTY
REGISTRATION SLIP to:**

Bailey Leisure Pty Ltd
135 Metrolink Circuit Campbellfield Victoria 3061

Purchase date: ____ / ____ / ____ Date of Manufacture: ____ / ____ / ____

Chassis No.: _____ VIN No.: _____

Purchaser's Name: _____

Purchaser's Address: _____

Purchaser's daytime contact number: _____

Purchaser's mobile number: _____

Name of Dealership: _____

Contact name & signature: _____

Date of Delivery: _____

This warranty will not apply in respect of any event that occurs before the return of this completed warranty registration form to Bailey Leisure Pty Ltd. This exclusion does not in any way apply to any rights you may have under the Australian Consumer Law. Bailey Leisure encourages you to return this completed form at the earliest opportunity to ensure the greatest level of coverage for your caravan from the earliest date.