

Terms and Conditions of Service

In these Terms, when we say **you** or **your**, we mean both you and any entity you are authorised to represent (such as your employer). When we say **we**, **us**, or **our**, we mean Samer Saqqaf t/a Hella Wraps (ABN 27 845 583 641). We and you are each a **Party** to these Terms, and together, the **Parties**.

These Terms form our contract with you, and sets out our obligations as a service provider and your obligations as a customer. You cannot use our Goods and Services unless you agree to these Terms.

Some capitalised words in these Terms have defined meanings, and each time that word is used in these Terms it has the same meaning. You can find a list of the defined words and their meaning at the end of these Terms.

For questions about these Terms, or to get in touch with us, please email: info@hellawraps.com.au.

These Terms were last updated on 29 April 2026.

OUR DISCLOSURES

Please read these Terms carefully before you accept. We draw your attention to:

- our privacy policy (on our website) which sets out how we will handle your personal information; and
- clause 12 (Liability) which sets out exclusions and limitations to our liability under these Terms.

These Terms do not intend to limit your rights and remedies at Law, including any of your Consumer Law Rights.

1. Engagement and Term

1.1. These Terms apply from the Commencement Date until the date that is the earlier of:

- (a) the date set out in the Quote;
 - (b) the date the Goods and Services are completed (as reasonably determined by us); or
 - (c) the date on which these Terms are terminated,
- (Term).

2. Information We Require

2.1. We may require certain information about your vehicle and require you to complete a Pre-Drop-Off Vehicle Inspection Form. In particular, prior to us providing the Goods and Services, you agree to disclose to us whether:

- (a) any panels on your vehicle have been recently painted, refinished, or resprayed;
- (b) there has been ceramic coating work done on your vehicle; and/or
- (c) there are any existing damages to your vehicle (including rust and dents).

2.2. You agree to answer truthfully and acknowledge that we rely on this information from you to order the Materials relevant to any Goods and Services we provide you.

2.3. We recommend that you bring your vehicle to us so that we can assess it:

- (a) prior to us commencing providing Goods and Services. Subject to your Consumer Law Rights, we are not responsible for any loss or dissatisfaction caused by your failure to bring your vehicle for a pre-assessment; and
- (b) 2 weeks after the provision of Goods and Services has been completed.

3. Title

3.1. Title in the Goods will only pass to you on the date that you pay the Price in full in accordance with these Terms.

3.2. If you are responsible for collecting the Goods from us, you must collect the Goods, including any vehicle that the Goods are attached to, by the time agreed between the Parties, and risk in the Goods will pass to you once you have collected the Goods from the agreed collection location. You will be responsible for the costs of collection.

3.3. If we are responsible for delivering the Goods to you, including any vehicle that the Goods are attached to, we will use reasonable endeavours to deliver the Goods by the time agreed between the Parties, and risk in the Goods will pass to you once we have delivered the Goods to the agreed delivery location. You will be responsible for the costs of delivery.

3.4. Where Goods are supplied to you without payment in full, you:

- (a) are a bailee of the Goods until title in them passes to you;

- (b) irrevocably appoint us to be your attorney to do all acts and things necessary to ensure our retention of title to the Goods, including the registration of any security interest in our favour with respect to the Goods; and
- (c) must not allow any other person to have or acquire any security interest in the Goods without our prior written consent.

4. Goods and Services

- 4.1. In consideration of your payment of the Price, we will provide the Goods and Services in accordance with these Terms, whether ourselves or through our Personnel.
- 4.2. You acknowledge and agree that:
 - (a) any information, advice, material or work provided by us as part of the Goods and Services does not constitute automotive, insurance, or risk management advice;
 - (b) pre-existing paint imperfections on your vehicle may show through the Wrap; and
 - (c) minor dust inclusions, glue or adhesive lines, seams or joins, and pinching or gathering of vinyl or PPF around tight curves or complex body panel contours are inherent characteristics of the Wrap and are not considered defects. Subject to your Consumer Law Rights, no claims will be accepted for these characteristics. While we will use reasonable endeavours to minimise their appearance, we cannot guarantee they will be entirely absent.
- 4.3. All variations to the Goods and Services must be agreed in writing between the Parties and will be priced in accordance with any schedule of rates provided by us, or otherwise as reasonably agreed between the Parties. If we consider that any instructions or directions from you constitute a variation to the scope of the Goods and Services or our obligations under these Terms, then we will not be obliged to comply with such instructions or directions unless agreed in accordance with this clause.

5. Your Obligations

- 5.1. You agree to (and to the extent applicable, ensure that your Personnel agree to):
 - (a) comply with these Terms, all applicable Laws, and our reasonable requests;
 - (b) ensure your vehicle is presented to us in a clean condition at the time of pre-assessment under clause 2.3(a) and at the time of dropping off your vehicle to us providing the Goods and Services; and
 - (c) provide us with all documentation, information, instructions, cooperation and access reasonably necessary to enable us to provide the Goods and Services.
- 5.2. You agree to pay our additional costs reasonably incurred as a result of you failing to comply with this clause 5.

6. Design Services and Revisions

- 6.1. Where we provide design Goods and Services for commercial branding of your vehicle, you are entitled to five free design revisions. Any additional revisions requested after the fifth revision will be charged in accordance with our standard fees applicable at the time, unless we otherwise agree in writing.
- 6.2. Where we provide other design Goods and Services, such as to create Custom Branding Materials for you, excessive revisions will be charged in accordance with our standard fees applicable at the time, unless we otherwise agree in writing.
- 6.3. We will send designs to you for approval before proceeding to printing or installation of the Goods and you are responsible for the design once you have approved it.

7. Price and Payment

- 7.1. In consideration for us providing the Goods and Services, you agree to pay all amounts due under these Terms in accordance with the Payment Terms.
- 7.2. Unless we otherwise specify, you must pay us the deposit before we commence providing any Goods and Services or ordering any Materials required for us to provide you with Goods and Services.
- 7.3. Where your vehicle has been treated with a ceramic coating, you must notify us prior to us providing the Goods and Services. If you fail to do so and subsequently do not wish to proceed with the Goods and Services, we reserve the right to retain 50% of the Price paid by you as a non-refundable deposit. This reflects a genuine pre-estimate of our losses arising from the costs of producing custom Goods which cannot be used with another customer.
- 7.4. If any payment has not been made in accordance with the Payment Terms, we may (at our absolute discretion, and without prejudice to any of our rights or remedies under these Terms or at Law):
 - (a) after a period of 5 Business Days from the relevant due date, cease providing the Goods and Services, and recover, as a debt due and immediately payable from you, our reasonable additional costs of doing so (including all recovery costs); and/or
 - (b) charge interest at a rate equal to the Reserve Bank of Australia's cash rate, from time to time, plus 2% per annum, calculated daily and compounding monthly, on any such amounts unpaid after the relevant due date in accordance with the Payment Terms.
- 7.5. You agree that we may charge you reasonable:

- (a) storage fees if you fail to collect your vehicle within 3 Business Days of us notifying you that the Goods and Services are complete; and
 - (b) reprint fees where you fail to give correct vehicle measurements and do not undertake pre-vehicle inspection under clause 2.3(a).
- 7.6. For Goods and Services which include a Wrap, you agree that any outstanding balance of the Price must be paid before or at the time of collection of your vehicle. We may retain possession of your vehicle until all amounts owing under these Terms have been paid in full. You acknowledge and agree that we have a lien over your vehicle for any unpaid amounts owing to us under these Terms.
- 7.7. When applicable, GST payable will be clearly shown on our invoices. You agree to pay us an amount equivalent to the GST imposed on these charges. "GST" has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

8. Intellectual Property

- 8.1. As between the Parties:
- (a) we own all Intellectual Property Rights in Our Materials;
 - (b) you own all Intellectual Property Rights in Your Materials; and
 - (c) nothing in these Terms constitutes a transfer or assignment of any Intellectual Property Rights in Our Materials or Your Materials.
- 8.2. As between the Parties, ownership of all Intellectual Property Rights in any New Materials (other than Custom Branding Materials) will at all times vest, or remain vested, in us upon creation. To the extent that ownership of such Intellectual Property Rights in any New Materials does not automatically vest in us, you hereby assign all such Intellectual Property Rights to us and agree to do all other things necessary to assure our title in such rights.
- 8.3. We grant you a non-exclusive, revocable, royalty-free, worldwide, non-sublicensable and non-transferable right and licence, to use Our Materials that we provide to you and the New Materials, solely for your use and enjoyment of the Goods and Services, as contemplated by these Terms.
- 8.4. Where you commission us to create Custom Branding Materials (such as logos), ownership of the Intellectual Property Rights in those Custom Branding Materials will vest in you upon your payment of the Price in full.
- 8.5. You grant us a non-exclusive, irrevocable, royalty-free, worldwide, non-sublicensable (other than to our related bodies corporate, as that term is defined in the *Corporations Act 2001* (Cth)) and non-transferable right and licence to use Your Materials that you provide to us solely for the purpose of performing of our obligations or exercising our rights under these Terms.
- 8.6. If you (if you are an individual) or any of your Personnel have any Moral Rights in any material provided, used or prepared in connection with these Terms, you agree to (and will procure that your Personnel) consent to our use or infringement of those Moral Rights.
- 8.7. This clause 8 will survive termination or expiry of these Terms.

9. Confidential Information

- 9.1. Subject to clause 9.2, each Party must (and must ensure that its Personnel) keep confidential, and not use (except to perform its obligations under these Terms) or permit any unauthorised use of, information provided by the other Party, including information about these Terms and the other Party's business and operations.
- 9.2. Clause 9.1 does not apply where the disclosure is required by Law or the disclosure is to a professional adviser in order to obtain advice in relation to matters arising in connection with these Terms and provided that the disclosing Party ensures the adviser complies with the terms of clause 9.1.
- 9.3. This clause 9 will survive the termination of these Terms.

10. Privacy

- 10.1. If you are required to provide us with Personal Information so that we can provide the Goods and Services, you agree to comply with the Australian Privacy Principles as set out in the *Privacy Act 1988* (Cth), and any other applicable Laws relating to privacy (Privacy Laws).
- 10.2. We agree to handle any Personal Information you provide to us, solely for the purpose of performing our obligations under these Terms, and in accordance with any applicable Laws.

11. Australian Consumer Law

- 11.1. Certain legislation, including the Australian Consumer Law, and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the supply of the Goods and Services by us to you which cannot be excluded, restricted or modified (**Consumer Law Rights**). To the extent that you maintain Consumer Law Rights at Law, nothing in these Terms excludes those Consumer Law Rights.

- 11.2. Subject to your Consumer Law Rights, we provide all material, work and services (including the Goods and Services) to you without conditions or warranties of any kind, implied or otherwise, whether in statute, at Law or on any other basis, except where expressly set out in these Terms.
- 11.3. Our Goods and Services are subject to our Warranty Against Defects, which is attached to these Terms.
- 11.4. This clause 11 will survive the termination or expiry of these Terms.

12. Liability

- 12.1. Despite anything to the contrary but subject to your Consumer Law Rights, to the maximum extent permitted by Law:
 - (a) neither Party will be liable for Consequential Loss;
 - (b) a Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel), including any failure by that other Party to mitigate its loss; and
 - (c) (where our services are not ordinarily acquired for personal, domestic or household use or consumption) in respect of any failure by us to comply with relevant Consumer Law Rights, our Liability is limited (at our discretion) to supplying the Services again or paying the cost of having the Services supplied again;
 - (d) (where our goods are not ordinarily acquired for personal, domestic or household use or consumption) in respect of any failure by us to comply with relevant Consumer Law Rights, our Liability is limited (at our discretion) to replacing the goods or the supply of equivalent goods, or the payment of the cost of replacing the goods or of supplying equivalent goods, or the repair of the goods, or the payment of the cost of having the goods repaired; and
 - (e) our aggregate liability for any Liability arising from or in connection with these Terms will be limited to the Price paid by you to us in respect of the supply of the relevant Goods and Services to which the Liability relates.
- 12.2. This clause 12 will survive the termination or expiry of these Terms.

13. Termination

- 13.1. These Terms will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if:
 - (a) the other Party (**Defaulting Party**) breaches a material term of these Terms and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or
 - (b) the Defaulting Party goes bankrupt, insolvent or is otherwise unable to pay its debts as they fall due.
- 13.2. Upon expiry or termination of these Terms:
 - (a) we will immediately cease providing the Goods and Services and, if applicable, you must collect your vehicle within 3 Business Days;
 - (b) you are to pay for all Goods and Services provided prior to termination, including Goods and Services which have been provided and have not yet been invoiced to you, and all other amounts due and payable under these Terms;
 - (c) by us pursuant to clause 13.1, you also agree to pay us our additional costs, reasonably incurred, and which arise directly from such termination (including recovery fees); and
 - (d) we may retain your documents and information (including copies) to the extent required by Law or pursuant to any information technology back-up procedure, provided that we handle your information in accordance with clause 9.
- 13.3. Termination of these Terms will not affect any rights or liabilities that a Party has accrued under it.
- 13.4. This clause 13 will survive the termination or expiry of these Terms.

14. General

- 14.1. **Amendment:** Subject to clause 4.3, these Terms may only be amended by written instrument executed by the Parties.
- 14.2. **Assignment:** Subject to clauses 14.3 and 14.10, a Party must not assign, novate or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).
- 14.3. **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.
- 14.4. **Disputes:** A Party may not commence court proceedings relating to any dispute arising from, or in connection with, these Terms (**Dispute**) without first meeting a representative of the other Party within 10 Business Days of notifying that other Party of the Dispute. If the Parties cannot resolve the Dispute at that meeting, either Party may refer the Dispute to mediation administered by the Australian Disputes Centre.

- 14.5. **Force Majeure:** Neither Party will be liable for any delay or failure to perform their respective obligations under these Terms if such delay or failure is caused or contributed to by a Force Majeure Event, provided that the Party seeking to rely on the benefit of this clause:
- (a) as soon as reasonably practical, notifies the other Party in writing details of the Force Majeure Event, and the extent to which it is unable to perform its obligations; and
 - (b) uses reasonable endeavours to minimise the duration and adverse consequences of the Force Majeure Event.
- Where the Force Majeure Event prevents a Party from performing a material obligation under these Terms for a period in excess of 60 days, then the other Party may by notice terminate these Terms, which will be effective immediately, unless otherwise stated in the notice. This clause will not apply to a Party's obligation to pay any amount that is due and payable to the other Party under these Terms.
- 14.6. **Governing Law:** These Terms are governed by the laws of New South Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 14.7. **Notices:** Any notice given under these Terms must be in writing addressed to the addresses set out in these Terms, or the relevant address last notified by the recipient to the Parties in accordance with this clause. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 14.8. **Publicity:** Despite clause 9, with your prior written consent, you agree that we may advertise or publicise the broad nature of our supply of the Services to you, including on our website, social media, or in our promotional material.
- 14.9. **Relationship of Parties:** These Terms are not intended to create a partnership, joint venture, employment or agency relationship between the Parties.
- 14.10. **Subcontracting:** We may subcontract the provision of any part of the Services without your prior written consent. We agree that any subcontracting does not discharge us from any liability under these Terms and that we are liable for the acts and omissions of our subcontractor.

15. Definitions

In these Terms, unless the context otherwise requires, capitalised terms have the meanings given to them in the Quote, and:

Australian Consumer Law means the Australian consumer laws set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth), as amended, from time to time.

Business Day means a day on which banks are open for general banking business in Rouse Hill, New South Wales, excluding Saturdays, Sundays and public holidays.

Commencement Date means the date that is the earlier of:

- (a) the date that you accept the Quote;
- (b) the date that you ask us to begin supplying the Goods and Services; or
- (c) the date that you make part or full payment of the Price.

Consequential Loss includes any consequential loss, special or indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. However, your obligation to pay us the Price and any other amounts payable under these Terms will not constitute "Consequential Loss".

Consumer Law Rights has the meaning given in clause 11.1.

Custom Branding Materials means business branding materials such as logos that we create for you but excludes any designs or specifications we create for the purpose of laying out or printing your Wrap.

Deliverables means any materials, goods, items or other deliverables forming part of the Goods and Services, as particularised in the Quote.

Force Majeure Event means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

Goods means the goods (including intangible goods) component of the Goods and Services and includes any Deliverables.

Goods and Services means the goods and services we agree to provide you, as may be set out in the Quote, as adjusted in accordance with these Terms which may include the provision of Wraps for your vehicle.

Intellectual Property Rights or Intellectual Property means any and all existing and future rights throughout the world conferred by statute, common law, equity or any corresponding law in relation to any copyright, designs, patents or trade marks, domain names, know-how, inventions, processes, trade secrets or confidential information, circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing, whether or not registered or registrable.

Law means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any government or similar authority with the power to bind or impose obligations on the relevant Party in connection with these Terms or the supply of the Goods and Services.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to these Terms or otherwise.

Material means the vinyl wrap or paint protection film that we use to create the Wrap.

Moral Rights has the meaning given in the *Copyright Act 1968* (Cth) and includes any similar rights in any jurisdiction in the world.

New Materials means all Intellectual Property developed, adapted, modified or created by or on behalf of us or you or any of your or our respective Personnel in connection with these Terms or the supply of the Services (including the Deliverables), whether before or after the date of these Terms and any improvements, modifications or enhancements of such Intellectual Property, but excludes Our Materials and Your Materials.

Our Materials means all Intellectual Property which is owned by or licensed to us and any improvements, modifications or enhancements of such Intellectual Property, but excludes New Materials and Your Materials.

Payment Terms means the timings for payment of the Price and any other amounts payable under these Terms, as set out in the Quote.

Personal Information means information or an opinion, whether true or not and whether recorded in a material form or not, about an individual who is identified or reasonably identifiable.

Personnel means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents, but in respect of you, does not include us.

Price means the price set out in the Quote, as adjusted in accordance with these Terms.

Quote means the document to which these Terms are attached or incorporated.

Terms means these terms and conditions and any documents attached to, or referred to in, each of them.

Wrap means the vehicle wrap installed on your vehicle, which is created using the Material.

Your Materials means all Intellectual Property owned or licensed by you or your Personnel before the Commencement Date (which is not connected to these Terms) and/or developed by or on behalf of you or your Personnel independently of these Terms and any improvements, modifications or enhancements of such Intellectual Property, but excludes Our Materials and New Materials.