

Trade Membership Program

AutoXcarCare

AUTO CLUB MEMBERSHIP



T E R M S A N D C O N D I T I O N S

Trade Membership Program

Terms & Conditions · Cosmetic Repair Membership

Your Membership Agreement

This Membership is provided by AutoXCarCare Pty Ltd ABN 55 624 253 685 with company Head Office at 8 Walhalla Way, Ravenhall VIC 3023 (**AutoXCarCare**).

As You would expect, You will receive a quality service that's always reliable and handles Repair Requests quickly and efficiently.

Please ensure that You read this Membership document and that You fully understand the Terms and Conditions relating to the Membership as it explains how the Membership works and the benefits You enjoy as a Membership holder. If You have any questions or any of Your details are incorrect, please contact the Customer Service Department. We reserve the right to update the Terms and Conditions of this membership at any time. Please refer to our website for the current Terms and Conditions.

IMPORTANT:

- You may only purchase this Membership within 30 days of the date You take delivery of Your vehicle.
- Your vehicle must have a standard, manufacturer-approved paint finish which is not self-healing, chrome illusion or two-tone, and it must not have a matte finish or vinyl wrap.
- Your vehicle must be free of any pre-existing damage at the start of this Membership.

This Membership will not apply to:

- Any vehicle used in the motor trade on any type of motor trade membership.
- Any vehicle used at any time in a public service capacity, such as Military, Police or Ambulance vehicles.
- Any vehicle used at any time for hire and reward, courier or delivery services, short-term self-drive, for the carriage of passengers, including but not limited to taxi services, private hire, or vehicles used for driving instruction purposes in connection with Your occupation.
- Any vehicle used at any time for any type of competition or rally, racing, any type of track day, off road recreational four-wheel driving, speed testing, pace making or reliability trials.
- Motorcycles, scooters, quad bikes, tricycles, mopeds, sidecars, trailers, boats, kit cars, invalid carriages, buses, coaches, motorhomes, stretched limousines, touring caravans or trucks. (Whereas the vehicle is used for a percentage private/commercial use is not covered).

► How to Contact us

Customer Service

In writing: **8 Walhalla Way, Ravenhall 3023 VIC**

By telephone: **1300 000 763**

By email: **club@autoxcarcare.com.au**

We recommend that You save the number to Your mobile phone

Telephone lines are open Monday – Friday between the hours of 8am-5pm AEST

If You have any difficulties reading this document, please contact Customer Service.

To Make a Repair Request

By app or website; or

By telephone: **1300 000 763**

By email: **repairs@autoxcarcare.com.au**

Our Terms and Conditions are subject to change. Any updates or revisions can be viewed on the AutoXCarCare website. We encourage you to regularly check the website for the most current information regarding our terms and policies.

Our maximum liability to You for the loss You suffer or incur in connection with the Membership Terms and Conditions or any other agreement arising out of or in connection with the subject matter (whether based in contract, tort (including negligence), statute or otherwise) is, to the extent permitted by law, limited to the amount You have paid to us for the relevant Repair pursuant to the Membership Terms and Conditions.

What is Provided Under this Membership

Benefits

The AutoXCarCare Membership has been designed to provide the Repair Service to members for Minor Cosmetic Damage caused during the period of Membership. You will receive all the following benefits of Membership in relation to Your vehicle:

1. An efficient Repair Service with a simplified Repair Request process which is easy to access; with an option to call, utilise a mobile app or email for ease;
2. The assurance that the repair Service will be completed by a qualified Technician;
3. Subject to the Membership Agreement, unlimited Repair Services for Minor Cosmetic Repairs;
4. Advice and assistance on the AutoXCarCare website; and
5. Notification of discounts or deals through the AutoXCarCare website.

Number of Repairs

Subject to the Terms and Conditions, this Membership assists with the repair of Minor Cosmetic Damage to Your vehicle.

This Membership covers You for the damage as set out in the Terms and Conditions.

A repair fee of \$99 per damaged panel is required when scheduling the repair.

Cancellation

Cancellation within the cooling-off period

You have the right to cancel this Membership and to receive a full refund of Your Membership, provided that no Repair Requests have been completed, by giving notice of cancellation within 7 days of the start date and quoting the Membership number or vehicle registration.

Cancellation outside the cooling-off period

After the cooling off period, refunds will be provided in accordance with consumer guarantees.

To cancel this membership please contact the original distributing dealer who arranged your membership. Alternatively, please contact customer service on any of the below; In writing: **8 Walhalla Way, Ravenhall Victoria 3023** By telephone: **1300 000 763** By email: **club@autoxcarcare.com.au**

AutoXCarCare reserves the right, in the event of any fraudulent activity or non-compliance with these Membership Terms and Conditions, to cancel this Membership at any time before or during the Period of Membership. Additionally, once a Repair Request has been approved by the Repairs Department, no refund of Membership will be paid.

Responsibility to our staff

Any form of verbal abuse directed towards our staff, including insults, may result in the cancellation of your Membership without a refund.

► Repair Request Process

1. See How to Request a Repair.
2. Multiple Repair Requests must have individual submissions, each panel on Your vehicle is treated as a single repair request (for example, three damaged panels equal three separate Repair Requests).
3. To avoid delays in the processing of Your Repair Request, ensure all photos meet the photo guidelines in How to make a Repair Request.
4. When submitting Your Repair Request via email, ensure You provide Your Membership Agreement number or Registration Number, full details of the Minor Cosmetic Damage to which the Repair Request relates.
5. Our Repairs Department will assess your Repair Request, and if it's determined to be Minor Cosmetic Damage, we will contact you to schedule a Repair Service. Payment of repair fees is required to book your repair.
6. As we operate as a mobile service, adverse weather conditions may lead to the cancellation of your booking on the scheduled day. Please note that this situation is beyond our control.
7. The Repair Technician will repair Your vehicle, provided that Your vehicle is in an undercover area with power available, there is room for the repair to be carried out safely and no warning notifications are present on Your dashboard.

► What to do if You have a complaint

If You have a complaint about how this Membership was sold or administered, please contact Customer Service on any of the below:

In writing: **8 Walhalla Way, Ravenhall, VIC, 3023**

By telephone: **1300 000 763**

By email: **club@autoxcarcare.com.au**

Customer Service will confirm receipt of Your complaint within five (5) working days and aim to resolve the problem within four (4) weeks.

If You remain dissatisfied with the way that Your complaint has been dealt with, You may refer the matter to the Australian Competition & Consumer Commission (ACCC) for resolution.

This procedure does not affect Your statutory rights and is in addition to any other rights You have to legal proceedings.

Note: This Membership is not an insurance product, and is in no way intended to be a substitute for motor vehicle insurance.

Conditions

The Terms and Conditions must be signed before any requests can be made.

1. If You do not adhere to the Terms and Conditions of this Membership, it may delay Your Repair Request.
2. You must use all reasonable care to maintain Your vehicle in a roadworthy condition and take all reasonable precautions to prevent or minimise loss or damage.
3. This Membership is not renewable or transferable to any subsequent owner of Your vehicle.
4. Repairs are guaranteed for a lifetime period from the date of the Repair Service, provided ownership of vehicle remains with You.
5. This Membership is in addition to Your legal rights.

Transfer of Membership

Your Membership cannot be automatically transferred to another vehicle owned by you and will be evaluated upon request, subject to the absolute discretion of AutoXCarCare.

The replacement vehicle must be brand new at the time of the transfer and the vehicle must satisfy the requirements of the Terms and Conditions of this Membership.

Changes in Your Circumstances

You must call Customer Service immediately on **1300 000 763** or email **club@autoxcarcare.com.au** if any of the following changes in circumstances apply to You:

1. You change, transfer ownership of, or write-off Your vehicle;
2. You customise or make alterations to Your vehicle;
3. You change the registration number of Your vehicle to a 'custom' or 'personalised' number plate;
4. You change Your address;
5. You change Your name (for example, due to marriage); or
6. You develop any problems that affect Your ability to drive.

If, under any of the circumstances mentioned above, your vehicle is deemed ineligible for Membership at the absolute discretion of the Repairs Department, your Membership will be canceled as outlined in the Cancellation section of this Membership. Neglecting to inform Customer Service of any changes in your circumstances may render your vehicle ineligible for Repair Services and result in Membership cancellation.

Repair Process Key Points

1. Prior to booking your Repair Request, all repair fees must be paid in full and any further costs due to extra services identified on the day of the repair must be paid prior to repair commencement.
2. Repairs can only be undertaken in either a driveway with a 3-metre clearance and undercover area or garage on private property.
3. Repairs cannot be undertaken in either basement or high-rise parking.
4. We reserve the right to reschedule the repair appointment if the temperature exceeds 32°c or falls to or below 8°c. This will include moderate rain, thunder storms and / or snow or any other weather that the Technicians may feel will affect the quality of the repair. We will endeavor to give You sufficient notice of this change.
5. A 48-hour notice period is necessary if you need to cancel or reschedule your appointment for any reason. Failure to provide this notice will result in a \$75 cancellation fee, which must be paid before booking your next repair.

Privacy Act 1988 (Privacy Act) Information

Some or all the information which You supply to AutoXCarCare in relation to the Membership will be held as an electronic record. It may be used for training or marketing purposes, but only where You have given Your consent.

AutoXCarCare may use Your personal details to deal with Your Membership and support the development of the business but will not keep them for longer than necessary. Under the terms of the Privacy Act 1988, You are entitled to a copy of any information held by AutoXCarCare. If You wish to have access to these records (for a copy of information held), You should contact Customer Service.

Your information may be shared with other companies and contractors within the iQBodygroup, so that You can be informed of products and services which may be of interest to You by telephone, email or post. If You do not want to know about these products or services, email **club@autoxcarcare.com.au**.

Under the Privacy Act 1988, the iQBodygroup can only discuss Your details with You. If You would like anyone else to act on Your behalf, please contact Customer Service. Your information will always be held securely and handled with the utmost care in accordance with all applicable laws.

What is Not Provided Under this Membership

1. Anything that cannot be defined as Minor Cosmetic Damage.
2. Scuffs where the front or rear bumper has been cracked, ripped, torn, perforated or where the bumper does not align with the adjacent panel and the spacing is compromised. Deformity to the plastic where removal of the part is the recommended repair method.
3. Damage to the structure/alignment of a panel or the replacement of any parts on the vehicle.
4. Any panel that is assessed as not being within the Terms and Conditions becomes void for any further repairs; until the excluded damage is repaired to a quality standard by a reputable repairer.
5. Minor Cosmetic Damage to stickers or decals, badges, wing mirrors (painting of mirror housings are included), tyres, wheel trims, locks, roof pillars, sunroof, roof rack, accessories, lights, glass, beading or moulding and sensors. If a panel includes a protective plastic, e.g. dog leg sticker, and the Repair Service can be completed without the removal of beading, mouldings or badges or any other parts.
6. Minor Cosmetic Damage caused by any gradual process or natural weather catastrophe, for example repeated key scratching around locks, fading, rust, bird droppings, tree sap, hail and flooding.
7. Any costs for a Repair Service that the customer pays for that AutoXCarCare does not authorise in advance of the Repair.
8. Any Repair Request where, in the opinion of the Repair Technician, a Repair Service cannot be effectively carried out, or any Repair Service where work will need to be completed by a body shop.
9. Any Minor Cosmetic Damage where the paint film is cracked, flaking, or evidence of a non-OEM factory finish or poor previous repair. If there is evidence of paintwork discoloration, or damage to, any form of paint protection film, liquid, wax, or sealant or any variation in paint colour or finish due to the age of Your vehicle.
10. Damage to flat/horizontal surfaces that cannot be removed by buffing and polishing the panel or where the chip in the paint is larger than 3mm in diameter and 1mm in depth. Stone chip repairs on any panel will be professionally brush-touched, and the outline of the dent may still be visible. This measure is taken to prevent rust.
11. Should short test/calibration or electrical fault repairs be required on Your vehicle due to warning faults; we will be unable to undertake repairs until these faults are assessed and we have been given clearance from the Dealership. Costs for calibration and any electrical repairs are Your responsibility.

12. Alloy wheels that have a chrome, shadow chrome, matt clear or any other customised finish, non-OEM / non-factory aftermarket wheels. Any damage that exceeds 1mm in depth. For machined wheels - only a total maximum of 1mm of material can be removed from each alloy wheel. This is to retain the integrity and safety of the alloy wheel as well as adhering to manufacturer standards. Shadow chrome, matt, and non-OEM / non-factory aftermarket wheels – Conditions apply and will be at the discretion of AutoXCarCare. Pinstripe alloy wheels where the damage is more than 10% of the wheel. Buckled alloy wheels or alloy wheels that require straightening or welding. Overtightened/over-torqued bolts that render the alloy wheel being unable to be removed. Tyres that in the opinion of our Technician have been damaged and need replacing before we undertake the repairs. Machined alloys that are larger than 22" (a painted, non-machined, cosmetic repair could be considered at the discretion of AutoXCarCare). It is recommended that You undertake a wheel balance on the repaired alloy wheel upon completion of the repair.
13. Dents on swage lines or metal folds - Conditions apply and will be at the discretion of AutoXCarCare.
14. Any liability to a third party.
15. Loss of use of Your vehicle or any other consequential losses that are directly or indirectly caused by the event which led to the Repair Request, such as travel expenses or loss of earnings.
16. Minor Cosmetic Damage caused by pressure waves of an aircraft or other aerial device travelling at sonic or supersonic speed.
17. Any Repair Request arising as a result of war; any warlike activity (whether war be declared or not); civil unrest, or any act that the Australian Government considers to be an act of terrorism.
18. Any Repair Request that is directly or indirectly caused by ionising radiation; the combustion of nuclear fuel; contamination by radioactivity from any nuclear fuel or waste, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or associated nuclear parts.
19. Any Repair Request that occurs before the start date or otherwise outside of the Period of the Membership.
20. Anything not specified under the "What Is Provided under this Membership" section.

Definitions

Whenever the following words appear in Your Membership, they have the meanings given below:

➤ **Membership Agreement** means the agreement between You and AutoXCarCare for the Period of the Membership as governed by these Terms and Conditions:

➤ **Minor Cosmetic Damage** means:

– **Side Panels:**

- a) scratches (up to 6cm in length and 3mm in depth); and
- b) dents (up to 6cm in diameter and 5mm in depth) where the paint has not been chipped or broken and will be removed by PDR (paintless dent removal) technique. Must not be on a swage line or on a metal fold.

In the case of multiple scratches or chips, the combined length of scratches must be no longer than 6cm in length and 3mm in depth.

– **Flat/Horizontal Surfaces** (bonnet, roof and boot lid/tailgate):

- a) chips (up to 3mm in diameter and 1mm in depth - rust prevention only). 30 chips per Repair Request; and
- b) superficial scratches on up to 4 panels (clear coat must not be compromised) only a buff and polish option is offered and we cannot guarantee the full removal of the scratches.

– **Bumpers:**

Suffs (up to 50cm in diameter and 5mm in depth) excludes metal and textured finishes; and

In the case of multiple chips, scratches, dents or scuffs caused by the same incident, the total diameter of the combined damaged area must be no more than 50cm, however the individual limits above will still apply.

– **Painted Alloys:**

Repair alloy wheel scratch or scrape by repairing damaged area, colour match, respraying and blending.

– **Machined Alloys:**

Repair alloy wheel scratch or scrape by CNC machining or cosmetic repair, colour match, respraying up to 22" (a painted, non-machined, cosmetic repair is at the discretion of AutoXCarCare.

➤ **Period of Membership** means the period commencing after the Start Date until the earliest of the following:

- a) the end of the Period of Membership shown on Your Membership Agreement;
- b) the date on which Your vehicle is written off;
- c) the date this Membership is cancelled in accordance with these Terms and Conditions; or
- d) the date Your vehicle is sold, transferred to another party, or repossessed.

➤ **Repair Request** means a request made by a member in accordance with the "How to make a Repair Request" procedure contained in these Terms and Conditions.

➤ **Repair Service** means a small to medium area repair technique for restoring Minor Cosmetic Damage on Your vehicle. A typical Repair involves cleaning, preparing and priming the damaged area, followed by spraying and finishing with lacquer.

➤ **Repair Technician** means a trained repairer or associated facility authorised by the Repairs Department.

➤ **Start Date** means the date Your Membership commences.

➤ **You/Your** means the individual or company specified on Your Membership Agreement.

➤ **Your vehicle** means the vehicle shown on Your Membership Agreement.

➤ **Trade Vehicle** refers to a motor vehicle utilised for business purposes including transporting tools of trade, with a gross vehicle mass not exceeding 3,500 kg.

How to Request a Repair

PHOTO GUIDELINES

One of the many benefits of Your AutoXCarCare Membership Program is the ability to submit Multiple Repair Requests throughout the term of Your Membership Program.

Please follow the Photo Guidelines to reduce delays in assessing Your Repair Request. We are reliant on the quality of the photos You provide to be able to make an informed decision on whether we are able to repair the damage.



Take an up front and close photo, about 30cm away from the damage, making sure You capture all the damage.



Now let's see the complete panel that has the damage, about 1 meter away and directly in front of it.



Just so we are sure there is no additional damage, we need an angled photo of the damage about 1 meter away.



Now take a photo that includes the surrounding panels - we need to see the full side.

Photo tips to reduce the risk of photos being rejected:



1

Ensure there are no obstructions casting shadows on the vehicle



2

Wipe down the areas to be photographed, ensuring they are clean and dry



3

Daylight is the best lighting when taking photos



4

To ensure photos are not blurry, allow the camera to focus before taking the photo



Step 1.

Take photos as per Photo Guidelines



Step 2.

- › Log onto the app & follow the prompts, this can be found on IOS and Android as AutoXCarCare, **OR**
- › Visit our website at www.autoxcarcare.com.au and use Your Membership login
- › Send photos to repairs@autoxcarcare.com.au

Repair Requests submitted via email must have; name, Membership number and a description of the damage and the location of the damage



Step 3.

One of our Customer Service Representatives will be in contact with You to discuss the outcome of Your Repair Request