

Cosmetic Repair Membership

Terms & Conditions

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.

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 not have any existing damage upon commencement of Membership.

This Membership will not apply to:

- any vehicle that is 7 years old or over at the Start Date.
- 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, speed testing, pace making or reliability trials; or
- motorcycles, scooters, quad bikes, tricycles, mopeds, sidecars, trailers, boats, kit cars, invalid carriages, buses, coaches, motorhomes, stretched limousines, touring caravans or trucks.

► How to contact us

Customer Service

By telephone: **1300 000 763**

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

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

We recommend that You save the following number to Your mobile phone

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

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

To Make a Repair Request

By app or website; or

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

By telephone: **1300 000 763**

Your 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 assistance;
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 Repair Guide Overview.

You will receive one free repair per year as set out in Your Membership Agreement.

There is no limit to the number of Repair Requests that You can make under this Membership. Any Repair Services exceeding the nominated number as set out by Your Membership Agreement will incur a \$50 fee per Repair Service.

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 lodged, 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

If this Membership is cancelled at any time after 7 days from the Start Date You will be entitled to a refund of the unused portion of the Membership paid to date, minus a cancellation charge of the higher of \$295 or 50% of the remaining value of the membership.

Any refund due will be calculated on a daily pro-rata basis from the date that AutoXCarCare receives the notice of cancellation.

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.

Transfer of Membership

Your Membership is not automatically transferable to another vehicle owned by You and will be permitted upon request at the absolute discretion of AutoXCarCare.

The replacement vehicle is not to be older than Your vehicle and will be required to satisfy the requirements in these Terms and Conditions.

Changes in Your circumstances

You must call Customer Services 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 change what You use Your vehicle for (for example, if You start using it for commercial purposes);
3. You customise or make alterations to Your vehicle;
4. You change the registration number of Your vehicle to a 'custom' or 'personalised' number plate;
5. You change Your address;
6. You change Your name (for example, due to marriage); or
7. You develop any problems that affect Your ability to drive.

If, in the event of any of the above, Your vehicle becomes ineligible for Membership in the absolute discretion of the Repairs Department, Your Membership will be cancelled in accordance with the Cancellation section of this Membership. Failure to advise Customer Service of a change in Your Circumstances may result in Your vehicle becoming ineligible for the Repair Services and the Membership cancelled.

Repair Process

1. You agree to pay any further costs due to multiple Repair Requests or extra services on the day of the repair.
2. Repairs can only be undertaken in either a driveway with a 3-metre clearance work 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. We will require a 48-hour notice period if You need to cancel or reschedule the appointment for any reason.

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.

What is not provided under this Membership (Cont)

13. Alloy Wheels that have a chrome, shadow chrome and pin-stripe finish, matt chrome, or any other customised finish. Damage that exceeds 1mm in depth. Only a total maximum of 1mm of material off each alloy can be removed. Once the limit has been reached machining of the alloy will not be an option, this is to retain the integrity and safety of the alloy as well as adhere to Manufacturer regulations. Alloy wheels over 21-inch are not accepted.
14. Dents on swage lines or metal folds
15. Any liability to a third party.
16. 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.
17. Minor Cosmetic Damage caused by pressure waves of an aircraft or other aerial device travelling at sonic or supersonic speed.
18. 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.
19. 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.
20. Any Repair Request that occurs before the Start Date or otherwise outside of the Period of the Membership.
21. 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.

► **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:**

Scuffs (up to 50cm in diameter and 5mm in depth) excludes metal and textured scratches; 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.

► **Windscreen Chips:**

Repair up to Two (2) stone chips on the front windscreen. The maximum size of each stone chip is 1cm in circumference, 3mm in diameter.

► **Machined Alloys:**

Repair alloy wheel scratch or scrape by CNC machining, colour match, respraying.

► **Painted Alloys:**

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

► **Interior Leather and Vinyl Repairs:**

Cosmetic repair of a scratch or a tear in leather and vinyl seats up to 8cm in length and 5mm in width.

► **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; and

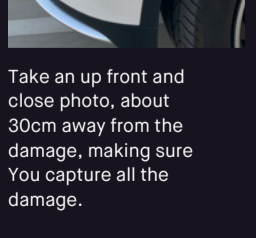
► **Your vehicle** means the vehicle shown on Your Membership Agreement.

How to request a repair

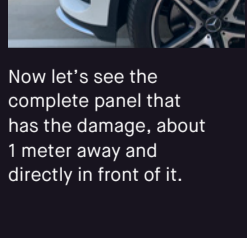
PHOTO GUIDELINES

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

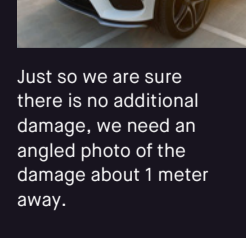
Please follow the photo guidelines to reduce delays in assessing Your Repair Request. We are reliant on the quality of the photos You provide to be able to make an informed decision on whether we are able to repair the damage or not.



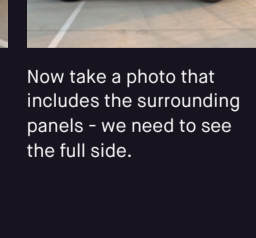
Take an up front and close photo, about 30cm away from the damage, making sure You capture all the damage.



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 area 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 login
- Step 3. One of our Customer Service Representatives will be in contact with You to discuss the outcome of Your Repair Request

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