

Scratch + Dent Membership Programme



MEMBERSHIP TERMS & CONDITIONS



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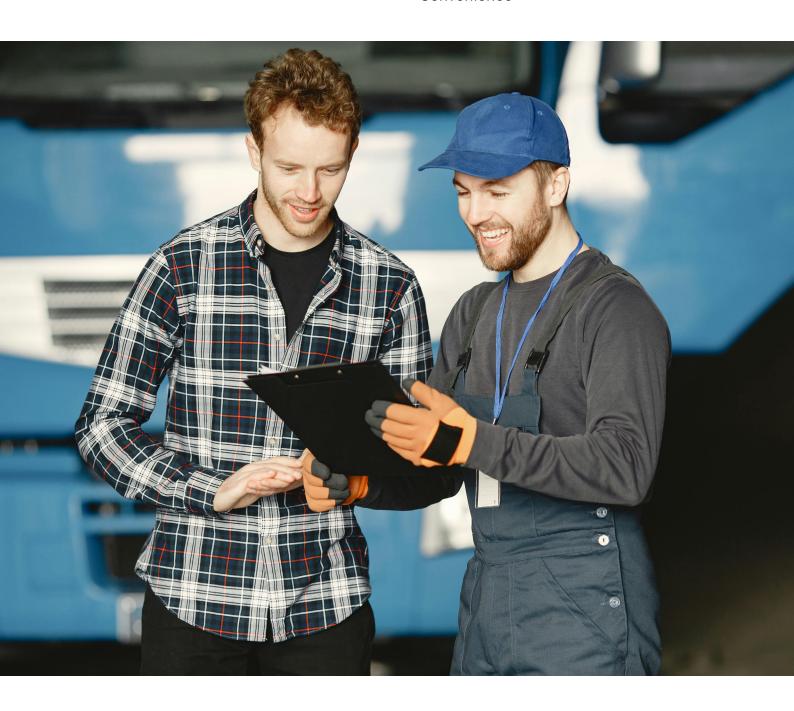
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Thank you for choosing Assure Scratch & Dent.

Assure Scratch & Dent is Australia's fastest growing Scratch & Dent club. We take pride in being a cost-effective and convenient solutionforrepairing minor vehicle damage that is typically not suited to claiming through your car insurance.

You'll have peace of mind for all those minor scratch and dents, with Assure Scratch & Dent. All Assure repair works conducted on your vehicle will enjoy a lifetime repair warranty.

- Trade qualified & courteous technicians
- No loss of vehicle
- · Low annual membership fee
- Quick, no fuss process for requesting repairs
- Low-cost repairs compared to traditional repair shops Maximise resale value
- Lifetime Warranty on Assure repairs
- Convenience



Repair Request Guide

Step 1

Take at least four photos following the guidelines below.



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



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



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



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

Step 2

Repair Requests can be submitted by: Visiting <u>assure.com.au</u>
Emailing help@assure.com.au

Must include written; Name, Membership Number, description and location of request.

Photography Tips

Ensure there are no shadows or obstructions
Ensure the affected area is clean and dry
Daylight is the best lighting when taking photos
Allow the camera to focus before taking the photo

Step 3

We will review your request and if the damage is eligible under our T&Cs, may provide you with a repair quote.

Step 4

If you accept the repair quote, which may be subject to a separate Repair Contract, we will arrange a mutually agreeable time and location with you to undertake the repairs by one of our qualified technicians.

Member Terms & Conditions

Section One: Assure Scratch & Dent Membership Agreement

Membership Service

- 1.1 Assure Scratch & Dent's obligations to you under this Membership Agreement are limited to providing the benefits listed below. Any repairs provided by Assure Scratch & Dent are subject to a separate contract as set out in a Repair Quote issued by Assure Scratch & Dent and accepted by you.
- 1.2 This Membership Agreement is not an insurance product or policy and should not be considered or used as such. It is not a financial product and must not be used to manage financial risk associated with damage to your Nominated Vehicle.
- 1.3 You acknowledge that Assure Scratch & Dent, its employees, agents and contractors have not provided you with any financial advice or financial product and have not represented to you that Assure Scratch & Dent is an insurer or that Membership is an insurance product.
- 1.4 Your Membership entitles you to the following benefits:
- (a) access to and use of Assure Scratch & Dent's exclusive member App and member Portal (if available);
- (b) remote assessment of your request and if necessary, the convenience of having Assure Scratch & Dent's technician come out to your location to assess your repair needs, with no charge and no limit on the amount of requests you can submit;
- (c) Assure Scratch & Dent Member discount for any Eligible Repairs Assure Scratch & Dent performs on your Nominated Vehicle executed in accordance with the Contract of Repair. Under the contract of repair, you are liable to pay the repair fees for the service contract draft in alignment to the quote of repair.
- 2.3 When quotes are issued by Assure Scratch & Dent, it is reasonable to assume that the quote is estimated on the discounted rates for Members in contrast to the rates given to non- members at Assure Scratch & Dent.

2. Other Occupational and Household Services

Once applied for by the Member, Assure Scratch & Dent will in their judgement issue an assessment for other repairs to be executed on vehicles belonging to the Member or relevant family members that are not the Member-designated vehicle and not encompassed in the Membership. As the service is in place as part of the Membership Services available for the Member-designated vehicle, claims made will be recorded in the title of "Household services" while these conditions exist: Program Schedule as "Family Benefits" and the following will apply:

- 2.1 Any work will not be executed until the first quote issued by Assure Scratch & Dent is approved by you and your family member, who are not under any responsibility to approve.
- 2.2 After the initial quote is issued by Assure Scratch & Dent and approved by you and your family member, work will be Membership application and to refuse to register a Nominated Vehicle for any reason. If Assure Scratch & Dent rejects your application or refuses to register your Nominated Vehicle, it will refund your Membership Fee in full.

- 2.3 Your Membership commences on the date specified in the schedule which is provided to you via email or in hard copy when your Membership has been approved, provided that you have paid the relevant Membership Fee.
- 2.4 If your Membership is a type that is fixed (being the Gold or Platinum 1-5 Year Membership Plans), your Membership will generally be paid upfront for the term that you choose. Upon the expiration of such fixed term, your Membership will expire and you will be required to submit a new Membership application to Assure Scratch & Dent.
- 2.5 If your Membership is a type that renews from time to time then it will be automatically renewed for a further term of 12 months in accordance with the following process:
- 2.6 Assure Scratch & Dent will send you a reminder email (Renewal Notice) thirty (30) days from the date your Membership is due to renew (Renewal Notice Period);
- (a) The Renewal Notice will state any amendments to the terms and conditions applicable to your Membership for the following year (i.e. price changes, exclusions, etc);
- (b) You may cancel your Membership for the following year by giving us notice in writing during the Renewal Notice Period;
- (c) If you cancel your Membership for the following year during the Renewal Notice Period, there will be no fees or penalties applicable to you; and
- (d) Should you not cancel your Membership for the following year during the Renewal Notice Period, Assure Scratch & Dent will renew your Membership accordingly on the date of renewal and will issue you with an invoice and charge your credit card the applicable Membership Fee for the further term.

3. Nature of Membership Agreement

- 3.1 Any request for Assure Scratch & Dent repair services should be done pursuant the steps as outlined in Section Two "Services for Repair".
- 3.2 Assure Scratch & Dent has no obligation as subject to the Membership agreements to indemnify you or others from or reimburse you for any impairment or loss to the vehicle as a result of any circumstance, or to repair or redress any impairments.
- 3.3 This Membership Agreement does not supplant your normal motor vehicle insurance policy and is not fit for intents of handling the financial liability in relation to potential impairments upon your vehicle or any pecuniary losses.
- 3.4 The Membership Agreement does not bestow upon or grant to you any authorities of a shareholder or Member of the Assure Scratch & Dent company or association.

4. Commencement and Renewal

- 4.1 You may apply for Membership by submitting an application to Assure Scratch & Dent or its certified agent and providing details of your Nominated Vehicle.
- 4.2 Assure Scratch & Dent reserves the right to reject any Membership application and to refuse to register a Nominated Vehicle for any reason. If Assure Scratch & Dent rejects yourapplication or refuses to register your Nominated Vehicle, it will refund your Membership Fee in full.

- 4.3 Your Membership commences on the date specified in the schedule which is provided to you via email or in hard copy when your Membership has been approved, provided that you have paid the relevant Membership Fee.
- 4.4 If your Membership is a type that is fixed (being the Gold or Platinum 1-5 Year Membership Plans), your Membership will generally be paid upfront for the term that you choose. Upon the expiration of such fixed term, your Membership will expire and you will be required to submit a new Membership application to Assure Scratch & Dent.
- 4.5 If your Membership is a type that renews from time to time then it will be automatically renewed for a further term of 12 months in accordance with the following process:
- 4.6 Assure Scratch & Dent will send you a reminder email (Renewal Notice) thirty (30) days from the date your Membership is due to renew (Renewal Notice Period);
- (a) The Renewal Notice will state any amendments to the terms and conditions applicable to your Membership for the following year (i.e. price changes, exclusions, etc);
- (b) You may cancel your Membership for the following year by giving us notice in writing during the Renewal Notice Period;
- (c) If you cancel your Membership for the following year during the Renewal Notice Period, there will be no fees or penalties applicable to you; and
- (d) Should you not cancel your Membership for the following year during the Renewal Notice Period, Assure Scratch & Dent will renew your Membership accordingly on the date of renewal and will issue you with an invoice and charge your credit card the applicable Membership Fee for the further term.

5. Fees for the Membership

- 5.1. Your initial Membership Fee is payable at the time you apply for your Membership. Where you have selected a fixed term Membership that is more than one (1) year, then your initial Membership Fee will be the cumulative sum of the yearly Membership Fees for the duration of your chosen fixed term Membership (for example, if you have selected a two year fixed term Membership, then your initial upfront payable Membership Fee will be the sum of the Membership Fees for years 1 and 2).
- 5.2 Subsequent Membership Fees may be payable if we invite you to renew your Membership.

6. Membership Conditions

- 6.1 The following conditions apply to your Membership in order to preserve the high quality of Assure Scratch & Dent's cosmetic repair services and Assure Scratch & Dent 's reputation and standing for delivering high-quality cosmetic repairs.
- 6.2 To ensure the quality of Assure Scratch & Dent cosmetic repair services as well as Assure Scratch & Dent's name and recognition as a high-standard cosmetic repair company, your Membership is subject to the proceeding:
- (a) Applications lodged for the Assure Scratch & Dent Gold Plan are required to be nominating Member-designated vehicles to have no more than four months between the application date and its date of registration, or is accepted by Assure Scratch & Dent Approved Personnel as in good standing.

For both circumstances, the Member-designated vehicle shall not have suffered an impairment before the start of this Membership agreement.

- (b) Applications lodged for the Assure Scratch & Dent Platinum Plan are required to be nominating Memberdesignated vehicles that are either new, or were purchased by Assure Scratch & Dent Approved Dealer while no more than ten (10) years shall have lapsed since the original date of registration. The Member-designated vehicle shall not have suffered an impairment before the start of this Membership agreement.
- (c) You agree that information provided in regard to yourself and your vehicle to any Approved Personnel is complete and correct to satisfy requirements for the entrance of the Assure Scratch & Dent.
- 6.3 Any information in regard to your vehicle or yourself once proven to be, or being on reasonable grounds of doubt to be, incomplete or incorrect, Assure Scratch & Dent shall do the following:
- (a) Terminate the Membership agreement, indicating the end to all Assure Scratch & Dent duties under the agreement; and
- (b) Not enter into any Repair Contracts or issue any Repair Quotes.

7. Verifications Agreements

In providing the materials and details relevant to the application of a vehicle as the Member-designated vehicle for a Membership Plan, you have verified that you have read and understood and consented to all provisions in this agreement, including Section One (Assure Scratch & Dent Membership Agreement), Section Two (Services for Repair), Section Three (Overall Conditions) and Section Four (Glossary of Terms).

8. Membership Transfer

- 8.1 You may change your Nominated Vehicle once over the course of your Membership (including any renewals), subject to:
- (a) Assure Scratch & Dent's prior written consent, which may be provided at its absolute discretion; and
- (b) Assure Scratch & Dent being able to verify the condition of the new Nominated Vehicle. You agree to provide Assure Scratch & Dent with complete and accurate information for this purpose.
- 8.2 You may not transfer or assign your Membership or this Membership Agreement to any person, and this Membership applies to your Nominated Vehicle only while you are the registered owner.

9. Privacy of Information

- 9.1 The Assure Scratch & Dent Privacy Policy and Agreement dictates the collection, usage, distribution and preservation of your personal details. You consent to our access, storage and usage of any details given by you in pursuant of the provisions outlined in the Policy.
- 9.2 You agree to supply us with details in respect to your vehicle and yourself to the Approved Personnel for the purpose of registering those details in the Assure Scratch & Dent System to enter into the Membership program you select.

- 9.3 For training and quality purposes, your phone calls to Assure Scratch & Dent may be monitored and recorded.
- 9.4 You are entitled to access and correct your personal details held by Assure Scratch & Dent at your demand. 10. Agreement Cancellation
- 10.1 During the Cooling Off Period, you can cancel your Membership and request a full refund of your Membership Fee by notifying Assure Scratch & Dent in writing. In such event, Assure Scratch & Dent or its certified agent will provide you with a full refund of your Membership fee.
- 10.2 After the end of the Cooling Off Period, you can only cancel your Membership if Assure Scratch & Dent is in breach of its obligations under this agreement and does not rectify that breach within 7 days of you notifying Assure Scratch & Dent of the breach and requesting the breach to be rectified.
- 10.3 Assure Scratch & Dent may suspend your Membership and your access to the associated benefits at any time if any amounts are owed to Assure Scratch & Dent. This includes any unpaid Membership Fees or Repair Fees.
- 10.4 If you sell your Nominated Vehicle, your Membership can be transferred to the new owner if you notify Assure Scratch & Dent in advance. If you do not notify Assure Scratch & Dent in advance then your membership will cease automatically when you cease to be the registered owner of your Nominated Vehicle.
- 10.5 Assure Scratch & Dent may cancel your Membership immediately by notifying you in writing if:
- (a) you do not pay any applicable Repair Fees within 7 days of a request from Assure Scratch & Dent;
- (b) your Membership Fees are more than 30 days overdue;
- (c) you provide Assure Scratch & Dent with false or inaccurate information aboutyour selfory our Nominated Vehicle;
- (d) if you act in an abusive, offensive or threatening manner to Assure Scratch & Dent or its staff, technicians or personnel.
- 10.6 If Assure Scratch & Dent cancels your Membership you are not entitled to a refund of Membership Fees paid to date, and Assure Scratch & Dent may recover any outstanding Repair Fees which are outstanding at the date of cancellation.

11. Liability

11.1 To the maximum extent permitted by law, Assure Scratch & Dent's maximum liability to you for any loss or damage incurred by you or any other party resulting directly or indirectly out of your Membership is limited to the amount you have paid to Assure Scratch & Dent in accordance with this Membership Agreement.

12. General Terms

- 12. A term or part of a term of this Membership Agreement that is illegal or unenforceable may be severed from this Membership Agreement and the remaining terms or parts of the term of this Membership Agreement will continue in force except to the extent that the provisions to be severed would materially change the substance of this Membership Agreement.
- 12.2 Assure Scratch & Dent collects, uses and stores personal information only in accordance with applicable laws and

Assure Scratch & Dent's Privacy Policy. A copy of that policy is available here: https://assure.com.au/privacy-policy/.

12.3 This Membership Agreement is governed by the laws of the State of Australia, and each party submits to the non-exclusive jurisdiction of the courts of Australia and its courts of appeal.

Section Two: Services for Repair

1. Repair Quote Applications

- 1.1 You may request a Repair Quote through the App (or via such other method as Assure Scratch & Dent may make available from time to time) by sending photos of the damaged area in accordance with instruction in the App.
- 1.2 Assure Scratch & Dent will assess each request for a Repair Quote and will use its best endeavors to confirm whether the request is approved or denied. If Assure Scratch & Dent deems it necessary, Assure Scratch & Dent will arrange a mutually agreeable time for a technician to conduct a formal on-site assessment. Assure Scratch & Dent will endeavor to respond to all requests within 2 Business Days and, if the request has been approved, to complete repairs within 28 Business Days of a request being submitted.
- 1.3 There is no limit to the number of times you may request a Repair Quote during your Membership.

2. Providing a Repair Quote

- 2.1 If a Assure Scratch & Dent technician determines the repairs requested are Eligible Repairs and can be completed, Assure Scratch & Dent may issue you with a Repair Quote. Assure Scratch & Dent may decline to provide a Repair Quote for any reason and at its absolute discretion.
- 2.2 If your repair falls within the repair size limits and if Assure Scratch & Dent decides to issue you with a Repair Quote, the Repair Quote will generally be the current low member fee of \$50.00 or such other fee as updated and advertised on the Website.
- 2.3 The Repair Quote will include details of the Eligible Repairs to be completed, the price payable for those Eligible Repairs (including Repair Fees) and any other details that Assure Scratch & Dent's technician considers appropriate.

3. Accepting a Repair Quote

- 3.1 You may accept a Repair Quote by notifying Assure Scratch & Dent or Assure Scratch & Dent's technician and if accepted that quote constitutes a separate contract between Assure Scratch & Dent and you.
- 3.2 For clarity, Assure Scratch & Dent is not legally obliged to perform any Eligible Repairs until and unless you have accepted the relevant Repair Quote.
- 3.3 If you accept the Repair Quote you also agree to pay the Repair Fees upon completion of the Eligible Repairs. Unless otherwise agreed, payment must be made onsite by credit card through the attending Assure Scratch & Dent technician.

4. Repair Performance

4.1 After you accept a Repair Quote, Assure Scratch & Dent will arrange a mutually agreeable time and location with you to undertake the required Eligible Repairs. If an onsite assessment

is required in order for Assure to determine whether or not to accept the request, Assure Scratch & Dent will endeavour to undertake the Eligible Repair at the same time as the assessment is made (assuming that Assure Scratch & Dent has decided to accept the request).

- 4.2 Please note that Eligible Repairs can only be undertaken on private property which you own or otherwise have express authorisation to use, with a workspace of at least three (3) metres clearance around the vehicle.
- 4.3 Assure Scratch & Dent reserves the right to reschedule or decline to conduct Eligible Repairs if, for example, a suitable location cannot be found, or the weather makes doing so impractical, unsuitable or unsafe or for any other reason that Assure Scratch & Dent may decide acting reasonably.

5. Limited Repair Warranties

- 5.1 Our provision of services to you is subject to the Consumer Protection (Fair Trading) Act 2003 of Australia (Lemon Law) and applicable subsidiary legislation. For major failures with the service provided by Assure Scratch & Dent your are entitled to:
- (a) to cancel your service contract with us; and
 (b) to a refund of the Membership Fee for
 the remaining term of the Membership; and
 (c) compensation for any other reasonably foreseeable
 loss or damage caused directly by Assure Scratch & Dent.

Assure Scratch & Dent will warrant & guarantee the spray-painting repair works done by our Authorised repairer from claiming during membership period.

- If failure does not amount to a major failure you are entitled to have problems with the service rectified within reasonable time and, if this is not done, to cancel your contract and obtain a refund for the remaining term of the contract.
- 5.2 Assure Scratch & Dent warrants that it will perform all Eligible Repairs with due care and skill. If it fails to do so, Assure Scratch & Dent will remedy any faulty or defective repairs. However Assure Scratch & Dent is not obliged to repair any damage caused by faulty or defective repairs conducted by a third-party.
- 5.3 To the extent permitted by law, Assure Scratch & Dent expressly excludes all liability for any form of loss or damage incurred by you or any other party resulting directly or indirectly out of your Membership.
- 5.4 Subject to any consumer or other legal rights you may have, if you consider any Eligible Repairs are defective in any way, you must notify Assure Scratch & Dent within 7 days through the App, or otherwise by sending Assure Scratch & Dent an email at help@assure.com.au together with a photo of the repair work and an explanation as to why you think it is defective.
- 5.5 Assure Scratch & Dent will review the material provided and if Assure Scratch & Dent is satisfied that the defective repairs were directly caused by Assure Scratch & Dent, it may in its discretion:
- (a) reperform the repairs; or
- (b) provide you with a refund in respect of the defective repairs; or (c) at Assure Scratch & Dent's discretion, arrange the repair to be rectified at a fixed site repair facility in which case Assure Scratch & Dent may require at least 2 quotes.

Repair Performance	Repair description
Metal Panel Scratch Repair	Repair of one deep scratch up to 60mm in length and 60mm in width and 3mm in depth on any vertical panel and where the damage is contained to a single panel (excludes roof, bonnet, boot and tailgate)
Plastic Bumper bar scrape	Repairof1scrapeorscratchupto500mmindiameterand20mmindepthonanypaintedplasticbumperbar. (excludes textured plastic bumper bars)
Plastic Body Kit	Repair of one scrape or scratch up to 500mm in diameter and 20mm in depth on any painted plastic body kit component. (excludes painted textured plastics)
Plastic side mirrors	Repair of a scuff or scrape on one plastic painted side rear vision mirror (excludes damage to in built light lenses)
Pressure Dent	Repair of one pressure dent up to 60mm diameter on any flat panel where the paint has not been chipped or damaged (excludes dents caused from hail damage and dents on the extreme edge of a panel, and dents on style lines or metal folds)
Surface Scratches	Repair of surface scratches on up to five panels where the scratches do not cut through the clear coat and can be removed by professional buffing.
Alloy wheels	Repair of gutter scuffs on one alloy wheel (excludes chrome, high polished and some specialist wheels)
Stone chips	Colour match and cosmetically "touch up" and seal up to 35 individual stone chips to prevent rust (damage may still be visible)
Windscreen chip	Repair up to Two (2) stone chips on the front windscreen up to a maximum size of 10mm in diameter. (Excludes damage that affects Advanced Driving Assistance Systems (ADAS) or where replacement is otherwise recommended to meet roadworthy safety standards)

4. Repair Performance

- 4.1 After you accept a Repair Quote, Assure Scratch & Dent will arrange a mutually agreeable time and location with you to undertake the required Eligible Repairs. If an onsite assessment is required in order for Assure to determine whether or not to accept the request, Assure Scratch & Dent will endeavour to undertake the Eligible Repair at the same time as the assessment is made (assuming that Assure Scratch & Dent has decided to accept the request).
- 4.2 Please note that Eligible Repairs can only be undertaken on private property which you own or otherwise have express authorisation to use, with a workspace of at least three (3) metres clearance around the vehicle.
- 4.3 Assure Scratch & Dent reserves the right to reschedule or decline to conduct Eligible Repairs if, for example, a suitable location cannot be found, or the weather makes doing so impractical, unsuitable or unsafe or for any other reason that Assure Scratch & Dent may decide acting reasonably.

6. Eligible Repairs

A repair will be an "Eligible Repair" if it falls within the "inclusions" and not within any of the "exclusions" below. epairer from claiming during membership period.

Main repair exclusions

- . Paintwork that is a matt finish
- 2. Any damage that exceeds the repair size limits
- 3. the repair of any damage that requires replacement parts
- 4. repairs that require a workshop or workshop conditions for completion
- 5. repairs to dents on style lines or metal folds
- 6. the replacement of decals and body wraps
- 7. any damage that also has structural damage.
- 8. chrome, high polished and some specialist wheels
- 9. deep metal panel scratches on roof boot lid and bonnet
- 10. damage to any textured moulded plastic component
- 11. dents caused from hail stones
- 12. Any component that has been changed from original equipment manufacturer part unless otherwise agreed by Assure Scratch & Dent
- 13. Repairs that were on your vehicle prior to joining
- 14. Carbon Fiber

Other exclusions

- 1. Suitable for cars up to 10 years of age with no pre- existing damage
- 2. Excludes cars used as tools of trade
- 3. Excludes repairs outside the Service Area
- 4. Paint repair work cannot be conducted in underground car parks



Section Three: Overall Conditions

- 1.1 Terms and Condition can be subject to general amendments by Assure Scratch & Dent once-in-a-while to adjust the provisions outlined in pursuant with the conditions set out below:
- 1.2 Adjustment can be made to the scope and status of the Membership Services in respect to the relevant Membership Plan.
- 1.3 Adjustments can be done in relation to the nature, scope, details and concretization of services including repair and be relevant to the then valid prices for repair services.
- 1.4 Assure Scratch & Dent Membership agreements, Repair Contracts and contracting outlines are subject to adjustment in respect to any provision involved.
- 1.5 Membership Services are developed at Assure Scratch & Dent with the intent to Assure Scratch & Dent that adjustments made are to raise the quality and efficiency of Assure Scratch & Dent's service or procedures, such as the extension of the plan to new services, the implementation of updated repair tools and methods, and retaining a reasonably competitive pricing in accordance with the market.
- 1.6 The Membership Plan in respect to the Memberdesignated vehicle may be subject to change under notice of adjustments as updated on the Assure Scratch & Dent web page or in the form of a newly delivered agreement outlining the adjusted Terms and Conditions.
- 1.7 Adjustments made to the Terms and Conditions become valid seven (7) days after the notification is updated on the Assure Scratch & Dent web page.
- 1.8 Your consent to the Terms and Conditions will be recognized at your application for repair services in respect to the Membership Plan after the date wherein notification of adjustment is updated on the Assure Scratch & Dent web page.
- 1.9 A term or part of a term of these Terms that is illegal or unenforceable may be severed from these Terms and the remaining terms or parts of the term of these Terms will continue in force except to the extent that the provisions to be severed would materially change the substance of these Terms.
- 1.10 These Terms are governed by the laws of the State of Victoria, and each party submits to the non-exclusive jurisdiction of the courts of Victoria and its courts of appeal.

Section Four: Glossary of Terms

The following definitions apply to your Membership Agreement and these Terms:

App means the Assure Scratch & Dent mobile application (if any) available to all Assure Scratch & Dent members.

Approved Dealer – means a registered motor car dealer authorized by Assure Scratch & Dent and given the authority to enter your personal information and the Vehicle information into the Assure Scratch & Dent Sales System.

Approved Personnel – means a recognized person permitted by the Approved Dealer to act in their representation with Assure Scratch & Dent's pre-made authorization.

Business Day means a day other than a Saturday or Sunday which is not a public holiday in Melbourne.

Assure Scratch & Dent Sales System – means the pathway online for record and registration of your information as a commencing Member and the information on your vehicle being the Member- designated vehicle under a selected Membership Plan.

Assure Scratch & Dent – the Membership Plan that is illustrated in this agreement stated below Section One (Assure Scratch & Dent Membership Agreement) as your Membership Plan is subject to state in your Membership Plan Schedule, Section Three (Overall Conditions), and Section Four (Glossary of Terms).

Cooling Off Period means the earlier of:

- (a) 30 days from the date on which your Membership commences; and
- (b) the date on which you submit a request for a repair.

Eligible Repairs means the repairs and repair-related works which Assure Scratch & Dent provides as part of your Membership, being repairs which falls within the "inclusions" and not within any of the "exclusions" in section 5.

GST – means taxation on goods and services, sales taxes or additional value tax directed to the sale or good and service supply and rights including but not limited to tax under the New Tax System (Goods and Services Tax) Act 1999 (C'th) and the relevant imposed Acts under the Commonwealth.

Member – means the person who has entered into the Membership Agreement and is currently enrolled in the Membership Plan.

Member-designated vehicle – indicates the vehicle designated by the Member for a Membership Plan, as outlined upon the Membership Plan Schedule.

Membership means the contractual entitlements and responsibilities between Assure Scratch & Dent and you outlined in this agreement per Section One: Assure Scratch & Dent Membership Agreement, wherein the Membership Agreement is in reference to that agreement.

Membership Agreement means the agreement between Assure Scratch & Dent and you, setting out the terms of your Membership and incorporating these Terms.

Membership Fee means the fee payable by you for Membership as notified to you by an Approved Dealer at the time of you signing on to, or renewing, your Membership and otherwise as notified to you in writing pursuant to clause 4.6.

Membership Plan – means the range of repair services including any features or benefits designated as being available for your Nominated Vehicle under any particular Membership program subject to any rules conditions or constraints related to that Membership program.

Membership programs may comprise the Assure Scratch & Dent Gold, Assure Scratch & Dent Platinum or any other program developed by Assure Scratch & Dent and as varied from time to time. This means the scope of services in repair inclusive of elements or advantages entitled to the Member- designated vehicle as part of selected Membership Plans limited by terms and conditions and any other restraints in conjunction to the Membership Plan.

Membership Plans shall constitute the Assure Scratch & Dent Gold Plan, Assure Scratch & Dent Platinum Plan or further plans created by Assure Scratch & Dent as adjusted once-in-a-while.

Membership Plan Schedule – means Membership Plan schedules outlining specifications of the Membership Services.

Membership Service – means the services set out in Section One (Assure Scratch & Dent Membership Agreement).

Month - means a calendar month.

Monthly Fee – means the charge to Monthly Membership.

Nominated Vehicle means the vehicle nominated by you and on which Assure Scratch & Dent may perform Eligible Repairs.

Privacy Policy and Agreements – means the latest updated version of the privacy policy and agreement posted on Assure Scratch & Dent's web page.

Repair Contract means individual contracts created for selected Repair Services as outlined under Section Two (Services for Repair) which consists of the terms in Section Two (Services for Repair) and the respective Repair Quote.

Repair Fee means the fees payable in relation to Eligible

Repairs, as set out in a Repair Quote.

Repair Quote means a quotation for Eligible Repairs provided by Assure Scratch & Dent or a Assure Scratch & Dent Qualified Technician.

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 Service involves cleaning, preparing and priming the damaged area, followed by spraying and finishing with lacquer.

Qualified Technician – means a trained repairer or associated facility authorised by the Repairs Department;

S\$ means the lawful currency in Australia

Start Date means the date Your Membership commences.

Service Area means the geographic area in which repairs to the Nominated Vehicle may be performed. Unless otherwise agreed by Assure Scratch & Dent, the Service Area shall be limited to the postcode area of your address as notified to Assure Scratch & Dent when you became a member or any new address as notified to Assure Scratch & Dent, provided that such address must be within the greater metropolitan area of Melbourne, Sydney, Brisbane, Perth, Adelaide, Canberra, Geelong, Newcastle, Campbeltown, Wollongong, the Sunshine Coast, the Gold Coast and the Central Coast or such other area as may be published from time to time on the Assure Scratch & Dent website.

Terms and Conditions – means this agreement constituting Section One (Assure Scratch & Dent Membership agreement), Section Two (Services for Repair), Section Three (Overall Conditions) and Section Four (Glossary of Terms), inclusive of amendments, adjustments, addendums and alterations to this agreement or any of the sections to it that Assure Scratch & Dent should upload to the web page once in a while or in any case notify you.

Terms means these Repair Terms & Conditions, as updated or amended from time to time.

Website means the Assure Scratch & Dent website accessible at https://assure.com.au/.

You/Your means the individual or company specified on Your Membership Agreement; and Your vehicle means the vehicle shown on Your Membership Agreement.





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