ASSURE

Scratch & Dent

MEMBERSHIP TERMS & CONDITIONS

MEMBER TERMS & CONDITIONS

These Terms shall govern the overall arrangements under which Assure Scratch and Dent (ABN 13 121 694 666) **(Assure)** will provide You the benefits of the Membership.

A. GENERAL

A.1 These Terms shall govern the overall arrangements under which You, the Member, receive the benefits of Membership with Assure.

A.2 Your Membership is neither an insurance product, nor a substitute for an insurance product. If You require insurance for Your vehicle, You should obtain insurance through an authorised insurance provider Further, Your Membership is not a financial product and You must not use Your Membership to manage any financial risk associated with any vehicle. You acknowledge that neither Assure nor its employees, agents or contractors have not provided You with any financial advice or have otherwise represented to You that Assure is an insurer or that Your Membership relates to an insurance product.

A.3 Assure reserves the right to update these Terms and the benefits provided under Your Membership from time to time, and may do so by providing You with 30 days' Notice thereof **(Notice of Amendment)**. Such update may for example be made to enable the implementation of updated repair tools and methods, or to enable Assure to maintain competitive pricing for benefits provided under or otherwise as contemplated the Terms. If You do not wish to continue Your Membership under these Terms as updated under the Notice of Amendment, You may terminate Your Membership by providing Assure with Notice of Your intention to do so within 30 days of receiving the Notice of Amendment.

A.4 Membership will entitle You to receive the benefits of Your Membership set out in these Terms, but will not cause or otherwise entitle You to become a member or shareholder of Assure (as the entity that provides You Your Membership).

A.5 Assure collects, uses and stores personal information only in accordance with applicable laws and the Privacy Policy Assure located on the Website. You consent to our access, storage and usage of any personal information or other details supplied by You under these Terms in accordance with the Privacy Policy. Your phone calls to Assure may be monitored and recorded for training and quality purposes.

A.6 All notices supplied under these Terms are to be provided in writing and subject to clause A.7 :

(a) in the case of a notice to be provided by You to Assure, may be provided via a message sent via the App (if enabled) or, via email addressed to info@assurescratchanddent.com.au]; and

(b) in the case of a notice to be provided by Assure to you, may be provided via the App (if enabled) or via email to the email account You supply in Your application for Membership.

A.7 You my update the email account from which You receive Notices by requesting such via Notice to Assure.

A.8 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.

A.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) will continue in force except to the extent that such severance would materially change the substance of these Terms.

B. BENEFITS OF MEMBERSHIP

B.1 Your Membership entitles You to the following benefits:

(a) the right to access and use an App or Website portal developed by Assure to administer Your Membership, such as to administer payments under Your Membership or to administer requests for Assessment for an Eligible Repair and for provision of Quotes;

(b) the right to request an assessment for an Eligible Repair in accordance with Section G ; and

(c) the right to access third-party discounts and other special offers as detailed on the Website or via the App (if applicable) from time to time.

C. MEMBERSHIP PLANS

C.1 Assure shall offer Membership Plans from time to time as detailed on the Website. Membership Plans may vary in respect of for example the Initial Membership Term and the Membership Fees payable for the Membership Plan. For example, Assure may offer a Membership Plan having a three (3) year Initial Membership Term, and/or a Membership Plan having a one (1) year Membership Plan. It is anticipated that Membership Plans having longer Initial Membership Plans should have comparatively lower Membership Fees on a pro-rata (i.e. month-to-month) basis. You acknowledge that You receive the benefit of any lower pro-rata Membership Fees should you apply for any longer term Membership Plan offered.

D. MEMBERSHIP FEES AND PAYMENTS

D.1 **Unless otherwise specified in Your Membership Plan:**

(a) the Membership Fee shall be payable on a monthly basis. You agree that Assure may withdraw the Membership fee automatically using your credit card details or direct debit from nominated bank account; and

(b) the Membership Fee specified is exclusive of any applicable GST

D.2 **Late Payment & Default Clause**

If any amount payable by You is not paid by the due date, Assure may:

(a) charge interest on the overdue amount at a rate of **10% per annum**, calculated daily from the due date until payment is received;

(b) charge **a late payment administration fee of $25 per failed or overdue payment;**

(c) recover from You any r**easonable costs incurred in collecting overdue amounts,** including debt collection agency fees, legal costs, and administrative costs;

(d) suspend Your Membership benefits until all outstanding amounts (including fees and interest) are paid in full.

E. APPLYING FOR MEMBERSHIP

E.1 You may apply for Membership by submitting a Membership application in the form and in manner specified on the Website from time to time. Submission of the application form may require You to (among other things) provide:

(a) Your name and address;

(b) confirmation of the Membership Plan under which you seek Membership;

(c) confirmation that You have read and You have understood these Terms and the details of the Membership Plan applicable to You;

(d) details of Your Nominated Vehicle including the: make, model, year, and number plate of Your Nominated Vehicle,

(e) confirmation that Your Nominated Vehicle meets the eligibility requirements set out Your Membership Plan; and

(f) Your credit card payment details enabling ongoing payment of any Membership Fees and payment of any amounts due pursuant to a Quote.

E.2 In lodging an application for Membership, You acknowledge and agree that:

(a) the Nominated Vehicle must meet the relevant eligibility requirements set out in these Terms; and

(b) the Nominated Vehicle must not have suffered any kind of damage or impairment before the commencement of Your Membership.

(c) the information supplied is complete and correct to satisfy the requirements for Membership.

E.3 If any information provided in Your Application is incomplete or incorrect, Assure may:

(a) terminate Your Membership in accordance with I.7(c) ; and

(b) refuse to conduct an assessment for an Eligible Repair and/or provide a Quote in respect of a vehicle.

E.4 Assure reserves the right to reject any application for Membership for any reason. If Assure rejects an application for Membership, it will refund any monies received with or pursuant to submission of the relevant application form in full.

E.5 Your Membership shall commence in accordance with clause I1 upon approval of your application for Membership.

E.6 You may cancel Your Membership (or Your application for Membership, as the case may be) by providing Notice of such during any Cooling Off Period applicable to Your state or territory, whereby Assure shall refund any monies received with or pursuant to submission of the relevant application form in full.

F. NOMINATED VEHICLE AND FAMILY BENEFITS

F.1 Subject to the terms of this Section F , the benefits referenced in clause B.1(b) apply solely in respect of Your Nominated Vehicle (as specified in Your Application for Membership) while owned by You..

F.2 Only cars which:

(a) are less than 10 years of age; and

(b) have no existing damage; and may be nominated as a "Nominated Vehicle"

F.3 In addition to clause F.2 , a Nominated Vehicle must at no time be used as a 'tool of trade'.

F.4 If You sell Your Nominated Vehicle, You (together with the purchaser of the Nominated Vehicle) may apply to have Your Membership transferred to the purchaser by providing Notice within one month of such sale, and cooperating with Assure to enable the Membership to be transferred. If You do not provide Notice in advance then Your Membership will be terminated automatically when You cease to be the registered owner of Your Nominated Vehicle (and I8 shall apply).

F.5 You may change Your Nominated Vehicle once over the course of Your Membership (including any renewals) by providing Notice and subject to:

(a) receiving consent by Notice from Assure, which may be provided at its absolute discretion;

(b) The proposed replacement Nominated Vehicle meeting the eligibility requirements of Your existing Membership; and

(c) Assure being provided sufficient information to verify the condition of the proposed replacement Nominated Vehicle and whether it meets relevant eligibility requirements, and You agree to provide Assure with complete and accurate information for this purpose.

F.6 Subject to clauses F.4 and F.5 , You may not transfer or assign Your Membership or Your rights under these Terms, and this Membership applies to Your Nominated Vehicle only while You are the registered owner.

F.7 Assure may, in its complete discretion, agree to Assess and provide a Quote for provision of Eligible Repairs in respect of other vehicles owned by You or Your relation who is domiciled with You (Related Owner), whereby:

(a) no repairs will be performed until:

(i) the Quote is accepted by the owner of the vehicle (being either You or a Related Owner); and

(ii) if the owner of the vehicle is a Related Owner, the Related Owner has agreed that these Terms apply mutatis mutandis to any repairs provided to the vehicle pursuant to a Quote; and

(iii) if the owner of the vehicle is a Related Owner, You personally guarantee payment by the Related Owner of the Repair Fee in accordance with any invoice supplied pursuant to a Quote.

G. ASSESSMENTS AND QUOTES

Requesting and assessment

G1 You may request an assessment for an Eligible Repair through the App (or via such other method as Assure may make available from time to time) by sending photos of the damaged area in accordance with instruction in the App.

G.2 Subject to clause G.4 , when You request an assessment for an Eligible Repair, Assure will reasonably promptly conduct such assessment and use its reasonable endeavours to confirm whether the relevant damage is subject to an Eligible Repair. If Assure in its sole discretion deems it necessary for the purposes of confirming whether a request for assessment relates to an Eligible Repair, Assure will arrange a mutually agreeable time for a technician to conduct a formal on-site assessment. Assure will endeavour to respond to all requests for assessment within 2 Business Days.

G.3 Subject to clause G.4 , there is no limit to the number of times You may request an assessment for an Eligible Repair during Your Membership.

x You agree that You must not make further requests for assessment in respect of damage that Assure has already determined to not relate to an Eligible Repair, nor make vexatious requests for assessment for an Eligible Repair.

Conducting assessment and providing a Quote

G.5 I If a Assure determines during an assessment that the damage referenced in the request for assessment relates to an Eligible Repair, Assure may issue You with a Quote to provide the Eligible Repair. Assure may nevertheless decline to provide a Quote for any reason and at its absolute discretion.

G.6 If Assure elects to issue You with a Quote to provide an Eligible Repair, the Quote will generally (but not necessarily) be the current standard fee of $90.00 or such other standard fee as updated via the Website or through the App.

G.7 The Quote will include details of the relevant Eligible Repair to be completed, the Repair Fee payable and any other details that Assure considers appropriate. These Terms shall be incorporated into any Quote to the extent applicable and not inconsistent with any terms specified in the Quote.

Accepting a Quote

G.8 You may accept a Quote by notifying Assure and, if accepted, that Quote constitutes a separate agreement between Assure and You. For clarity, Assure is not legally obliged to provide any Eligible Repair set out in a Quote unless and until You have accepted the relevant Quote.

G.9 If You accept the Quote You agree to pay the Repair Fees upon completion of the Eligible Repair. Unless otherwise agreed, payment must be made at the discretion of Assure either: (a) onsite by credit card through the attending Assure technician or (b) by automatic deduction from the credit card details provided for Your Membership.

Conducting the repair

G.10 After You accept a Quote, Assure will arrange a mutually agreeable time and location with You to undertake the required Eligible Repair. If Assure (in its complete discretion) determines that an onsite assessment is required in order for Assure to determine whether or not there is damage eligible for an Eligible Repair, Assure may agree undertake repairs immediately following an assessment that an Eligible Repair is available (assuming that Assure has elected to provide a Quote).

G.11 Subject to clause G.12 . an Eligible Repair can only be undertaken on private property which:

(a) is in the Service Area;

(b) You own or otherwise have express authorisation to use for the purposes of conducting an Eligible Repair thereon;

(c) provides a workspace of at least two and a half (2.5) metres clearance around the vehicle;

(d) provides access to power within twenty (20) metres; and

(e) does not constitute an underground car park.

G.12 Assure may require a Member to attend a nominated repair location to provide an Eligible Repair in respect of matte paint.

G.13 Assure reserves the right to reschedule or decline to provide an Eligible Repair if, for example, a suitable location meeting the requirements of clause G11 cannot be found, if weather makes conducting the relevant repairs impractical, unsuitable or unsafe, or if Assure determines that any other circumstances make conducting the relevant repair impractical or uncommercial.

H. WARRANTIES AND LIABILITY

H.1 Our services come with guarantee that cannot be excluded under the Australian Consumer Law. For major failures with the service, You are entitled:

(a) to cancel Your service contract with us; and

(b) to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure You are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel Your contract and obtain a refund for the unused portion of the contract.

H.2 Assure warrants that it will perform all Eligible Repairs with due care and skill. If Assure fails to do so, Assure will remedy any faulty or defective repairs. Assure is not obliged to repair any damage caused by faulty or defective repairs conducted by a third-party.

H.3 To the extent permitted by law, Assure 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.

H.4 Subject to any consumer or other rights You may have under law, if You consider any Eligible Repairs defective in any way:

a) You must provide a Notice to Assure within seven (7) days of completion of the Eligible Repair together with a photo of the relevant Eligible Repair and an explanation as to why You consider it defective.

(b) Assure will review the provided Notice and if Assure is satisfied that the Eligible Repairs are defective, Assure may in its discretion:

(i) reperform the Eligible Repair; or

(ii) provide You with a refund in respect of the defective repairs; or

(ii) provide You with a refund in respect of the defective repairs; or

(iii) arrange for the Eligible Repair to be rectified at a fixed site repair facility.

H.5 To the maximum extent permitted by law, the maximum liability of Assure to You for any loss or damage incurred by You or any other party resulting directly or indirectly out of Your Membership (or an agreed Quote) is limited to the amount You have paid to Assure in accordance with these Terms (or pursuant to a Quote, as the case may be).

I. MEMBERSHIP TERM AND RENEWAL, SUSPENSION AND TERMINATION OF MEMBERSHIP

I.1 Your Membership shall:

(a) commence on the date that Assure has approved your Membership, provided Assure has received payment of the applicable portion of the Membership Fees; and

(b) subject to renewal under clause I.3 , or earlier termination under any one of clauses E.6 , I.2 , or I.7 , end upon completion of the Initial Membership Term.

I.2 Subject to term E6 , You may only cancel Your Membership if Assure is in breach of its obligations under these Terms and has not rectified that breach within 7 days of You providing Notice of the breach and requesting that the breach be rectified.

I.2A Use of Membership Benefits and Effect on Cancellation

(a) You acknowledge that Your Membership provides immediate access to services and benefits upon commencement.

(b) For the purposes of the Cooling Off Period (as defined in Section K), the Cooling Off Period will end upon the earlier of:

(i) seven (7) days from commencement;
(ii) the date on which You submit a request for an Assessment; or
(iii) the date on which You accept or receive any benefit under the Membership, including any Eligible Repair or discounted service.

(c) To the extent permitted under Australian Consumer Law, where You have used any Membership benefit, You will not be entitled to a refund of Membership Fees paid, except for any unused portion where required by law.

(d) Where You cancel Your Membership after receiving any discounted services or benefits, Assure may charge You the difference between the discounted Member rate and the standard retail price for those services

I.3 Subject to clause I4 , Your Membership shall automatically renew on a month by month basis following completion of the Initial Membership Term, and Assure shall invoice and charge Your credit card the applicable monthly Membership Fees on the first day of Your renewed Membership each month. You may elect not to renew Your Membership for the next month by providing Notice at least seven (7) days prior to the relevant renewal.

I.4 If Your Membership Fees are payable on a yearly basis (as specified in Your Membership Plan and confirmed in Your Application for Membership), Your Membership shall automatically renew for a further term of the initial period (Renewal Period) following completion of the Initial Membership-

Term or any earlier **Renewal Period** in accordance with the following process

(a) Assure will send You a reminder email **(Renewal Notice)** 21 days from the date Your Membership is due to renew **(Renewal Notice Period);**

(b) You may elect not to renew Your Membership by giving Notice during the Renewal Notice Period **(Notice of Non-Renewal);**

(c) if You provide a Notice of Non-Renewal, Your Membership will end on completion of Your current Membership period (e.g. the Initial Membership Term or an earlier Renewal Period) and there will be no further Membership Fees applicable to You; and

(d) if You do not provide a Notice of Non-Renewal, Assure will renew Your Membership accordingly on the date of renewal and will issue You with an invoice and charge Your credit card the Membership Fee that applies during the Renewal Period.

I.5 At any time during or following the Initial Membership Term, Assure may specify that updated Membership Fees will apply to future renewals of Your Membership upon providing You 21 days' Notice. For the avoidable of doubt, such Notice may form part of a Renewal Notice under clause I4 .

I.6 Assure may suspend Your rights to receive the benefits of the Membership at any time if any amounts are owed to Assure (such as Membership Fees or Repair Fees), such suspension remaining in effect until any owed amounts have been repaid in full. This includes any unpaid Membership Fees or Repair Fees.

I.7 Assure may cancel Your Membership immediately upon providing Notice if:

(a) You do not pay any applicable Repair Fees within seven days of a request from Assure;

(b) Your Membership Fees are more than 30 days overdue; or

(c) Assure determines that:

(i) You are in breach of clause F.3 or clause G.4 ;

(ii) You supplied Assure with false or inaccurate information about You or Your Nominated Vehicle; or

(iii) You have acted in an abusive, offensive or threatening manner to Assure or its staff, technicians or personnel.

I.8 If Assure cancels Your Membership pursuant to clause I7 or if Your membership is terminated under clause F4 , You shall not be entitled to a refund of any Membership Fees paid to date, and Assure may recover any amounts payable to Assure that are outstanding at the date of cancellation (such as outstanding Membership Fees or outstanding Repair Fees).

J. ELIGIBLE REPAIRS

J.1 Repair to a Nominated Vehicle will be deemed an 'Eligible Repair' if it falls within the below - "in- clusions" and not within any of the below "exclusions".

Inclusions :

Metal Panel Scratch Repair	Repair of one deep scratch up to 50mm in length and 50mm in width and 3mm in depth on any vertical panel and where the damage is con- tained to a single panel (excludes roof, bonnet, boot and tailgate)
Plastic Bumper bar scrape (excludes textured plastic bumper bars)	Repair of 1 scrape or scratch up to 500mm in diameter and 20mm in depth on any painted plastic bumper bar.
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 plas- tics)
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 pol- ished and some specialist wheels)
Interior Leather and Vinyl	Repair of one tear on interior seats and headrest where the damage has extended fully through the material but not larger than 80mm in length and 6mm in width (excludes minor wear and tear, surface marks or damage ex- tending over the seam or stitching)
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 max- imum size of 10mm in diameter. (Excludes damage that affects Ad- vanced Driv- ing Assistance Systems (ADAS) or where replacement is otherwise recom- mended to meet roadworthy safety standards)

Main repair exclusions

(a) repairs to door panels painted with matte paint, or repairs to matte paint that would otherwise involve rubbing or buffing

(b) any damage that exceeds the repair size limits

(c) the repair of any damage that requires replacement parts

(d) any repair that in the opinion of Assure may compromise the operation of Advanced Driving Assistance System (ADAS) sensors or technologies

(e) repairs that require a workshop or workshop conditions for completion*

(f) repairs to dents on style lines or metal folds

(g) the replacement of decals and body wraps

(h) any damage that also has structural damage.

(i) chrome, high polished and some specialist wheels

(j) deep metal panel scratches on roof boot lid and bonnet

(k) damage to any textured moulded plastic component

(l) dents caused from hail stones

(m) any component that has been changed from original equipment manufacturer part unless otherwise agreed by Assure

(n) repairs that were on your vehicle prior to joining

(o) repairs to components incorporating carbon fibre

(p) repair of rust damage

* notwithstanding exclusion (e) above, Assure may require a member to attend a nominate repair location to provide an Eligible Repair to matte paint.

J. ELIGIBLE REPAIRS

The following definitions apply to these Terms:

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

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

Assure – means Assure Scratch and Dent (ABN 13 121 694 666)

Cooling Off Period means:
(a) if you reside in any Australian state or territory other than Western Australia, the earlier of:
(i) seven (7) days from the date on which Your Membership commences; and
(ii) the date on which You submit a request for Assessment; and
(iii) if you reside in Western Australia, no cooling off period shall apply.

Eligible Repair means a repair which would fall within the "inclusions" and not within any of the "exclusions" in Section J.

Initial Membership Term means the initial term of Your Membership, as detailed in Your Membership Plan and confirmed in Your application for Membership.

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 (Cth).

Membership means membership under a Membership Plan.

Membership Fee means the fee payable by You for Your Membership:
(a) as detailed in Your Membership Plan and confirmed in Your application for Membership; and
(b) as updated in a Renewal Notice under clause I.3 .

Membership Plan means a plan for Membership as offered by Assure via the Website, such plan detailing a Membership Fee and an Initial Membership Term applicable to the relevant Membership Plan

Nominated Vehicle – indicates the vehicle designated by You in Your application for Membership, and otherwise as updated in accordance with F.5 .

Notice means a written notice supplied in accordance with clause A.6 .

Quote means a quotation for Eligible Repairs provided by Assure pursuant to an Assessment.

Repair Fee means the fee by You payable in relation to an Eligible Repair as set out in a Quote.

Service Area means the geographic area in which repairs to the Nominated Vehicle may be performed pursuant to Quotes. Unless otherwise agreed by Assure, the Service Area shall be limited to the postcode area of Your address as notified to Assure when You became a member or any new address as notified to Assure, 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 Website.

Terms means these terms and conditions, as updated or amended from time to time.
Website means the Assure website accessible at www.assurescratchanddent.com.au.


ASSURE
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CALL 1300448798
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