

Get the most out of your membership.

Platinum Plus Membership
Terms & Conditions



Schmick
Scratch & Dent Assist

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Terms & Conditions for Standard Vehicles

Welcome to Schmick Scratch & Dent Assist

Schmick Car Care Club Pty Ltd ABN 77 139 891 679 (Schmick) is the supplier of your Scratch & Dent Assist Membership.

This booklet sets out Schmick's General Terms and Conditions as follows:

- Part One (Scratch & Dent Assist Membership Agreement) sets out the terms and conditions that apply to your Scratch & Dent Assist Membership Agreement.
- Part Two (Repair Services) sets out the procedures for requesting repairs, and the terms and conditions which apply to repairs.
- Part Three (General Terms) sets out some terms and conditions that are common to both your Scratch & Dent Assist Membership Agreement, and the terms and conditions relating to repair services.
- Part Four (Glossary of Terms) is a glossary of terms used in this booklet.

If you have any questions about anything contained in this booklet, please call the Schmick Member Service Centre on 1300 567 567.

Part One

Schmick Scratch & Dent Assist Membership Agreement

1. Membership Benefits

- 1.1. Your Membership of Schmick Scratch & Dent Assist entitles you to the Membership Benefits relating to your particular Membership Program subject to you also complying with your obligations under this Membership Agreement.
- 1.2. As a Member you will enjoy the following benefits in relation to your Nominated Vehicle as well as the Work and Family benefits set out in clause 2 of this Membership Agreement:
 - 1.2.1. The speed and efficiency of Schmick's processes giving priority attention to Member repair requests thereby eliminating the time cost and inconvenience of taking your Vehicle to a repair shop for a quote or repair;
 - 1.2.2. Exclusive access to and use of Schmick's repair request procedures:
 - (a) Online via the members' page on the Schmick website;
 - (b) Online via the member-exclusive Schmick mobile application; or via
 - (c) The Schmick national number;
 - 1.2.3. The convenience of having a qualified Schmick approved repair technician in a fully equipped mobile repair facility come to you at your location within the Service Area to evaluate your repair requirements and if you accept the Repair Quote in many cases immediately perform Minor Cosmetic Repairs;
 - 1.2.4. No limits on the number of times you can request Repair Quotes for Minor Cosmetic Repairs;
 - 1.2.5. No limits on the number of times you can have Minor Cosmetic Repairs performed subject to you accepting Repair Quotes;
 - 1.2.6. In addition to your rights under the Australian Consumer Law, we provide a warranty for repair work we perform;
 - 1.2.7. Schmick's free inspection and appraisal service in relation to repairs that are not Minor Cosmetic Repairs;
 - 1.2.8. General car care advice and tips on the Schmick web site to maintain the cosmetic appearance and condition of your Vehicle;
 - 1.2.9. Other Membership benefits from time to time including third party discounts published on Schmick's website.

2. Other Work and Family Benefits

If requested by you, Schmick may in its discretion provide quotations for other repair work on Vehicles owned by you or by a family member that are not your Nominated Vehicle and not included under the Membership Program. If this service is offered by Schmick in connection with your Nominated Vehicle's Membership Program it will be stated in your Membership Program Schedule as "Family Benefits" and the following will apply:

- 2.1. Schmick will not be under any obligation to quote on the work or to carry out the work unless you first accept the quote and you and your family member will not be under any obligation to accept the quote.
- 2.2. If Schmick agrees to provide a Repair Quote to you, and you accept that quote, the work performed will be undertaken pursuant to the Repair Contract. Your liability to pay the Repair Fee will arise under the Repair Contract, being a service contract based in part on the Repair Quote.
- 2.3. If Schmick agrees to provide a Repair Quote you can have reasonable expectations that the quote will be calculated using a discounted rate than that used when Schmick offer quotes for non-members.

3. Nature of Membership Agreement

- 3.1. Schmick's obligations to you under this agreement are limited to delivering the Membership Benefits and if you want to access Schmick's repair services you may only do so in accordance with the procedures set out in Part Two – Repair Services.
- 3.2. Schmick is not obliged or required by virtue of your Membership Agreement to indemnify you or any person against or compensate you for any loss or damage to your Vehicle occasioned as a consequence of any event or to rectify or repair such damage.
- 3.3. Your Membership Agreement is not intended to substitute for your normal motor vehicle insurance policy and it is not suitable for the purposes of managing the financial risk associated with damage being occasioned to your Vehicle or financial loss associated with such damage.
- 3.4. Your Membership Agreement does not confer upon or otherwise give you any rights or entitlements as a shareholder of Schmick or as a member of any company association or organisation.

4. When your Membership starts

- 4.1. Your Membership starts on the date set out in your Membership Program subject to the following:
 - 4.1.1. Receipt of payment of the Membership Fee;
 - 4.1.2. You providing accurate details about you and your Vehicle so that Schmick can register your Vehicle as a Nominated Vehicle;
 - 4.1.3. Schmick reserves the right to reject any Vehicle for registration without giving any reason for doing so; and
 - 4.1.4. If Schmick rejects your Vehicle, Schmick will return your Membership Fee without deduction, and you will not be registered for nor receive any benefits from the Membership Program.

5. Membership Fees

- 5.1. You must pay the Membership Fee when applying for the selected Membership Program.
- 5.2. Acceptance of your Vehicle as a Nominated Vehicle for membership in the selected Membership Program is subject to Pre-Qualification if specified in the Membership Program Schedule. If your Vehicle is subject to Pre-Qualification:
 - 5.2.1. Schmick may require an inspection of your Vehicle by an Approved Inspector to ascertain its condition;
 - 5.2.2. The Approved Inspector's decision whether Schmick will accept your Vehicle for registration as a Nominated Vehicle is final;
 - 5.2.3. If your Vehicle is not accepted for a particular Membership Program, Schmick will refund your Membership Fee.

6. Membership Renewals

- 6.1. Platinum Plus Memberships cannot be renewed, but you may request to purchase a further Membership for your Nominated Vehicle by contacting the dealer through which you purchased your original Membership. Any additional period of Membership will be offered at the discretion of the dealer at its then-current pricing, and will be subject to Schmick's approval (including Pre-Qualification of your Nominated Vehicle). If you purchase an additional Membership prior to the expiry of your existing Membership, then no Waiting Period will apply. Otherwise, your new Membership will be subject to the applicable Waiting Period.
- 6.2. If you hold a Schmick Gold Membership which is an annual Membership, your Membership Program for your Nominated Vehicle will be automatically renewed for a further Term (of twelve (12) Months) subject to the following:
 - 6.2.1. You will be sent an invoice for the Membership Fee applicable for the new term and your credit card will be charged that Membership Fee prior to the End Date;
 - 6.2.2. If your credit card payment fails to clear when charged, then your Membership will lapse without further notice and your Nominated Vehicle may be excluded from any future participation under any Membership Program;
 - 6.2.3. You can cancel your Membership renewal at any time by giving Schmick thirty (30) days' prior written notice, on the condition that you pay any money outstanding to Schmick for Repair Fees. For clarity, you will not be entitled to a refund of any fees that you have already paid in respect of your Membership.
- 6.3. If you hold a Schmick Gold Membership which is a Monthly Membership, your Membership Program for your Nominated Vehicle will be automatically renewed for a further Term (of one (1) Month) subject to the following:
 - 6.3.1. You will be sent an invoice for the Membership Fee applicable for the new term and your credit card will be charged that Membership Fee prior to the End Date;
 - 6.3.2. If your credit card payment fails to clear when charged, then your Membership will lapse without further notice and your Nominated Vehicle may be excluded from any future participation under any Membership Program; and
 - 6.3.3. You can cancel your Membership at any time by giving Schmick thirty (30) days' prior written notice, on the condition that you pay any money outstanding to Schmick for Repair Fees. For clarity, you will not be entitled to a refund of any fees that you have already paid in respect of your Membership.
- 6.4. If your Schmick Gold Membership lapses due to a failed credit card payment, you may request that Schmick reinstate your Membership provided that it less than four (4) weeks has elapsed following the End Date. Schmick may, at its sole discretion and subject to further Pre-Qualification of your Nominated Vehicle, reinstate and renew your Membership. The Waiting Period will apply to any repairs under your new Membership and you will be required to pay Membership Fees at the applicable current rate.
- 6.5. Despite the foregoing, Schmick may decide not to automatically renew your Schmick Gold Membership in its discretion, for example, if the service is being discontinued. Schmick will first notify you and advise you of any alternative Membership options available to you, before your Membership ends.

7. Conditions of Membership

- 7.1. The following conditions apply to your Membership in order to preserve the high quality of Schmick's cosmetic repair services and Schmick's reputation and standing for delivering high quality cosmetic repairs:
 - 7.1.1. If you apply for the Schmick Gold Program your Nominated Vehicle must either be less than four (4) month's old from the date of initial registration or must be approved by a Schmick Authorised Person. In either case the Nominated Vehicle must not have sustained any damage existing prior to the commencement of this Membership Agreement.
 - 7.1.2. If you apply for the Schmick Platinum Plus Membership Program, the Nominated Vehicle must either be new or if it is used it must have been purchased by you from an Authorised Dealer and it must have been no more than 7 years since initial registration of the Nominated Vehicle and must not have sustained any damage existing prior to the commencement of this Membership Agreement.
- 7.2. You agree to provide complete and accurate information about yourself and your Vehicle to any Authorised Person for entry into the Schmick Sales Portal for the acceptance of your Vehicle into a Membership Program.
- 7.3. If any information you have provided about your Vehicle proves to be incomplete or inaccurate Schmick may do as follows:
 - 7.3.1. End this agreement (in which case all Schmick's obligations under this agreement will cease); and
 - 7.3.2. Refuse to provide any Repair Quotes or enter into any Repair Contracts.

8. Confirmation of Agreement

By supplying any information or materials to register your Nominated Vehicle for a Membership Program you confirm that you have read understood and agreed to all provisions in this booklet, including Part 1 (Schmick Scratch & Dent Assist Membership Agreement), Part 2 (Repair Services), Part 3 (General Terms) and Part 4 (Glossary of Terms).

9. Transfer of Membership

- 9.1. Replacement Vehicle: If you sell or transfer your Nominated Vehicle, Schmick may in its absolute discretion agree to transfer the benefits of the Membership Program once to another Nominated Vehicle, provided that the replacement Nominated Vehicle is not older than the original Nominated Vehicle. The replacement Nominated Vehicle will be subject to Pre-Qualification. Schmick will not permit more than one transfer for any Membership.
- 9.2. Transfer of Ownership: Your Membership is personal to you and it cannot be transferred to any other person. The Membership benefits apply to your Nominated Vehicle only for so long as you are the registered owner. Your Membership will automatically come to an end if you sell or transfer the Nominated Vehicle. Schmick may in its absolute discretion agree to transfer the benefits of the Membership for the balance of any Term to the new owner of the Nominated Vehicle if the new owner makes an application to Schmick under the Membership Program and pays Schmick a transfer fee (as specified by Schmick).

10. Information and Privacy

- 10.1. Schmick's Privacy Policy governs how Schmick collects, uses, shares and stores your personal information. You agree that we may access, store and use any information that you provide in accordance with the terms of Schmick's Privacy Policy.
- 10.2. You consent to providing the information about you and your Vehicle to the Authorised Person for the purpose of entering that information into the Schmick Sales Portal to apply to have your Vehicle accepted by Schmick as a Nominated Vehicle for the Membership Program you select.
- 10.3. For training and quality purposes your phone calls to Schmick may be monitored and recorded.
- 10.4. Schmick will provide you with access to and the ability to correct your personal information held by Schmick on request by you.

11. Cancellation of this agreement by you

- 11.1. Subject to clause 11.2:
 - 11.1.1. Where you hold a Platinum Plus Membership within the first (7) days after the Start Date; or
 - 11.1.2. During the Waiting Period,
 - 11.1.3. You may cancel your Membership and request a full refund of your Membership Fee, if you notify Schmick in writing of your cancellation prior to the expiry of the Waiting Period, in which case this Membership Agreement will come to an end when Schmick accepts your cancellation, and Schmick will refund your Membership Fee to you.
- 11.2. Notwithstanding clause 11.1, you will not receive a refund of your Membership Fee if you cancel your Membership during the Waiting Period and a Repair Contract was entered into in respect of your Nominated Vehicle prior to the expiration of the Waiting Period.
- 11.3. You may request to cancel any kind of Membership immediately by sending a written notice along with proof of the purchase of your Membership (clearly showing the purchase price paid) to admin@schmickclub.com if:
 - 11.3.1. The price of minor repairs under clause 2.1 of Part Two is increased by Schmick by more than 50% over your current Membership Term;

- 11.3.2. Two or more categories of Minor Cosmetic Repair which were included at the time you paid your Membership Fee for the current Term, are removed under clause 2.1 of Part Two (and no additional repair types are added); or
 - 11.3.3. Schmick modifies the terms of this Membership Agreement under clause 1.1–1.2 of Part Three unfairly and in such a way as to cause you a material adverse impact, such as a substantial reduction in the value of your Membership, without providing any corresponding benefit.
- 11.4. If you make a request under clause 11.3 we will confirm within 14 days whether your request has been approved. If your request is approved, then subject to you paying the Administration Fee, Schmick will issue you with a pro-rata refund of your paid-up Membership Fee for the current term (being the proportion of your Membership Fee which represents the unexpired portion of the Term of your Membership calculated from the day after cancellation).

12. Cancellation of this agreement by Schmick

- 12.1. Schmick may suspend all entitlements under any Membership Program for your Nominated Vehicle and may refuse to provide Repair Quotes for so long as you owe any money to Schmick.
- 12.2. Schmick may end its Membership Agreement by written notice to take effect immediately on the date of the notice:
 - 12.2.1. If you fail to make payment of Repair Fees or decline to make such payment within seven (7) days of a demand;
 - 12.2.2. If you owe any other money to Schmick for more than thirty (30) days;
 - 12.2.3. If any information you provide about you or your Nominated Vehicle is inaccurate or untrue;
 - 12.2.4. If Schmick believes, in its absolute discretion, you (or your representative) are acting in a threatening or abusive manner.
- 12.3. If Schmick ends the Membership Agreement, all obligations and liabilities of Schmick to you under your Membership Program will end. You will not be entitled to any refund of Membership fees already paid. Schmick may still recover any Repair Fees you owe under any Repair Contract.

Part Two

Schmick's Repair Services

The following terms and conditions of agreement shall apply each time you wish to access Schmick's repair services under your Membership Program.

1. Requesting a Repair Quote

- 1.1. The Waiting Period under your particular Membership Program applies before you can request a Repair Quote for your Nominated Vehicle.
- 1.2. To request a Repair Quote you must first take a separate photo of each area of damage to your Nominated Vehicle for which you request a repair. You must then submit each photo to Schmick together with your membership details related to your Nominated Vehicle. You may submit the photos and your membership details as follows:
 - 1.2.1. On-line through Schmick's mobile application;
 - 1.2.2. On-line through the Member's page of the Schmick web site (by following the procedures set out); or
 - 1.2.3. By calling the Schmick national number and by following the procedures the call centre explains.

2. Schmick's Assessment Process

- 2.1. Schmick's pricing for repairs including Minor Cosmetic Repairs is not fixed and may vary up or down from time to time. Schmick may also change its definition of or specifications for Minor Cosmetic Repairs, for example, as new technologies and processes become available. All repairs are subject to assessment and quote by a Schmick technician before a Repair Contract is made.
- 2.2. Schmick may decline to provide a Repair Quote or perform repairs for any reason. For example, without limitation, if a Schmick technician is of the opinion that the repair is not a Minor Cosmetic Repair or if there is structural damage to your Vehicle or if you are in breach of your Membership Agreement, Schmick may decline to provide a Repair Quote or perform a repair.
- 2.3. Subject to clauses 2.1 and 2.2, Schmick will assess each request for a repair on its merits and decide if it is able to provide a Repair Quote for your consideration. The decision by Schmick on whether to provide a Repair Quote is in its absolute discretion and final.
- 2.4. Repair Quotes provided by Schmick for Minor Cosmetic Repairs will reflect the current pricing and specifications published on the members' page on Schmick's website as at the date of your request.
- 2.5. At Schmick's sole discretion, Schmick may provide a Repair Quote for repairs other than Minor Cosmetic Repairs. Depending on the circumstances, Repair Quotes may be provided either by telephone or in person after an inspection by a Schmick technician.

- 2.6. Schmick will endeavour to process requests for Minor Cosmetic Repairs and perform those repairs within twenty one (21) days of receipt of your request for a Repair Quote (subject to you accepting any Repair Quote) however between December 15th and January 15th you may experience a longer waiting period before Schmick is able to attend to your request.
- 2.7. Schmick's Repair Quote will comprise a statement of the repair work to be performed including setting out details of any Minor Cosmetic Repairs and the price to be charged as the Repair Fee for the repairs and any other details that Schmick's technician considers appropriate. Schmick may provide the Repair Quote (and you may accept it) verbally.

3. Repair Contract

- 3.1. You must accept a Repair Quote and agree to pay the Repair Fee in the manner set out in clause 3.4 below for a Repair Contract to come into existence.
- 3.2. For the avoidance of doubt, Schmick shall not be legally obliged to perform any repairs to any Vehicle unless you have first accepted a Repair Quote and a Repair Contract has been made.
- 3.3. Each Repair Contract arising from your acceptance of a Repair Quote is separate from and independent of any earlier Repair Contract and from your Membership agreement.
- 3.4. In order to accept a Repair Quote you must also agree to pay the Repair Fee by credit or debit card on completion of the agreed repair.

4. Performing the Repair

- 4.1. Subject to your acceptance of the Repair Quote, Schmick will arrange with you a mutually agreed time at a Suitable Work Space within the Service Area between the hours of 8.00am and 4.00pm, Monday to Friday, to undertake any repair work required.
- 4.2. Schmick will ordinarily perform Minor Cosmetic Repairs on the same day that you request an inspection strictly on condition that your Nominated Vehicle is within the Service Area and there is a Suitable Work Space.
- 4.3. For the avoidance of doubt Schmick is not obliged to perform any repairs unless your Nominated Vehicle is within the Service Area and there is a Suitable Work Space even if you have accepted a Repair Quote.

5. Warranties

- 5.1. Australian Consumer Law – The benefits to you under clause 5.2 are in addition to the rights and remedies of the consumer under law in relation to the performance of repairs. Our services come with guarantees 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) 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.
- 5.2. Schmick warranty – Schmick warrants all its workmanship to be free from defect or faulty workmanship for the period of your ownership of the Nominated Vehicle. Schmick will make good any defective or faulty workmanship if the defect or damage is attributable to faulty workmanship by Schmick. To make a warranty claim, please contact us at 1300 567 567. We will direct you to forward photos and a written description of the claimed defect by email or post (at your cost) to us at repairs@schmickclub.com or Level 9, 3 Nexus Court, Mulgrave, Victoria 3170. You are responsible for any costs associated with claiming this warranty. Our warranty is subject to clause 5.3.
- 5.3. Limitations on Schmick warranties – Subject to any non-excludable rights which you may have under the Australian Consumer Law or any other contrary provision in consumer protection legislation the following provisions determine Schmick's liability under any warranty:
 - 5.3.1. Schmick keeps photographic and other records of our work performed and you agree that it may rely on those photographic and other records to determine the validity of any warranty claim by you in respect of the Nominated Vehicle.
 - 5.3.2. Schmick's warranty does not cover:
 - (a) Faulty workmanship performed by third parties;
 - (b) Any loss in value of the Nominated Vehicle, loss of your time, or vehicle use, or other consequential damage or loss as a result of any faulty workmanship;
 - (c) Any damage or deterioration in the general condition of the Nominated Vehicle as a result of normal aging or usage wear and tear or exposure to the elements; and
 - (d) Any damage or deterioration to any particular repair that we have made which is as a result of normal aging or usage wear and tear or through exposure to the elements or as a result of further damage being sustained to the repaired section of the Nominated Vehicle.

The following terms and conditions of agreement shall apply each time you wish to access Schmick's repair services under your Membership Program.

1. Requesting a Repair Quote

- 1.1. The Waiting Period under your particular Membership Program applies before you can request a Repair Quote for your Nominated Vehicle.

- 1.2. To request a Repair Quote you must first take a separate photo of each area of damage to your Nominated Vehicle for which you request a repair. You must then submit each photo to Schmick together with your membership details related to your Nominated Vehicle. You may submit the photos and your membership details as follows:
 - 1.2.1. On-line through Schmick's mobile application;
 - 1.2.2. On-line through the Member's page of the Schmick web site (by following the procedures set out); or
 - 1.2.3. By calling the Schmick national number and by following the procedures the call centre explains.

2. Schmick's Assessment Process

- 2.1. Schmick's pricing for repairs including Minor Cosmetic Repairs is not fixed and may vary up or down from time to time. Schmick may also change its definition of or specifications for Minor Cosmetic Repairs, for example, as new technologies and processes become available. All repairs are subject to assessment and quote by a Schmick technician before a Repair Contract is made.
- 2.2. Schmick may decline to provide a Repair Quote or perform repairs for any reason. For example, without limitation, if a Schmick technician is of the opinion that the repair is not a Minor Cosmetic Repair or if there is structural damage to your Vehicle or if you are in breach of your Membership Agreement, Schmick may decline to provide a Repair Quote or perform a repair.
- 2.3. Subject to clauses 2.1 and 2.2, Schmick will assess each request for a repair on its merits and decide if it is able to provide a Repair Quote for your consideration. The decision by Schmick on whether to provide a Repair Quote is in its absolute discretion and final.
- 2.4. Repair Quotes provided by Schmick for Minor Cosmetic Repairs will reflect the current pricing and specifications published on the members' page on Schmick's website as at the date of your request.
- 2.5. At Schmick's sole discretion, Schmick may provide a Repair Quote for repairs other than Minor Cosmetic Repairs. Depending on the circumstances, Repair Quotes may be provided either by telephone or in person after an inspection by a Schmick technician.
- 2.6. Schmick will endeavour to process requests for Minor Cosmetic Repairs and perform those repairs within twenty one (21) days of receipt of your request for a Repair Quote (subject to you accepting any Repair Quote) however between December 15th and January 15th you may experience a longer waiting period before Schmick is able to attend to your request.
- 2.7. Schmick's Repair Quote will comprise a statement of the repair work to be performed including setting out details of any Minor Cosmetic Repairs and the price to be charged as the Repair Fee for the repairs and any other details that Schmick's technician considers appropriate. Schmick may provide the Repair Quote (and you may accept it) verbally.

3. Repair Contract

- 3.1. You must accept a Repair Quote and agree to pay the Repair Fee in the manner set out in clause 3.4 below for a Repair Contract to come into existence.
- 3.2. For the avoidance of doubt, Schmick shall not be legally obliged to perform any repairs to any Vehicle unless you have first accepted a Repair Quote and a Repair Contract has been made.
- 3.3. Each Repair Contract arising from your acceptance of a Repair Quote is separate from and independent of any earlier Repair Contract and from your Membership agreement.
- 3.4. In order to accept a Repair Quote you must also agree to pay the Repair Fee by credit or debit card on completion of the agreed repair.

4. Performing the Repair

- 4.1. Subject to your acceptance of the Repair Quote, Schmick will arrange with you a mutually agreed time at a Suitable Work Space within the Service Area between the hours of 8.00am and 4.00pm, Monday to Friday, to undertake any repair work required.
- 4.2. Schmick will ordinarily perform Minor Cosmetic Repairs on the same day that you request an inspection strictly on condition that your Nominated Vehicle is within the Service Area and there is a Suitable Work Space.
- 4.3. For the avoidance of doubt Schmick is not obliged to perform any repairs unless your Nominated Vehicle is within the Service Area and there is a Suitable Work Space even if you have accepted a Repair Quote.

5. Warranties

- 5.1. Australian Consumer Law – The benefits to you under clause 5.2 are in addition to the rights and remedies of the consumer under law in relation to the performance of repairs. Our services come with guarantees 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) 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.

- 5.2. Schmick warranty – Schmick warrants all its workmanship to be free from defect or faulty workmanship for the period of your ownership of the Nominated Vehicle. Schmick will make good any defective or faulty workmanship if the defect or damage is attributable to faulty workmanship by Schmick. To make a warranty claim, please contact us at 1300 567 567. We will direct you to forward photos and a written description of the claimed defect by email or post (at your cost) to us at repairs@schmickclub.com or Level 9, 3 Nexus Court, Mulgrave, Victoria 3170. You are responsible for any costs associated with claiming this warranty. Our warranty is subject to clause 5.3.

- 5.3. Limitations on Schmick warranties – Subject to any non-excludable rights which you may have under the Australian Consumer Law or any other contrary provision in consumer protection legislation the following provisions determine Schmick's liability under any warranty:
 - 5.3.1. Schmick keeps photographic and other records of our work performed and you agree that it may rely on those photographic and other records to determine the validity of any warranty claim by you in respect of the Nominated Vehicle.
 - 5.3.2. Schmick's warranty does not cover:
 - (a) Faulty workmanship performed by third parties;
 - (b) Any loss in value of the Nominated Vehicle, loss of your time, or vehicle use, or other consequential damage or loss as a result of any faulty workmanship;
 - (c) Any damage or deterioration in the general condition of the Nominated Vehicle as a result of normal aging or usage wear and tear or exposure to the elements; and
 - (d) Any damage or deterioration to any particular repair that we have made which is as a result of normal aging or usage wear and tear or through exposure to the elements or as a result of further damage being sustained to the repaired section of the Nominated Vehicle.

Part Three

General Terms & Conditions

1. Making changes to the General Terms & Conditions

- 1.1. Schmick may from time to time make changes to the General Terms & Conditions in accordance with the following provisions:
 - 1.1.1. Changes may relate to the character nature or extent of Membership benefits under your particular Membership Program;
 - 1.1.2. Changes may relate to the type, range, description, specifications of repairs or other services and indicative or actual prices for repairs;
 - 1.1.3. Changes may relate to any provision of the Scratch & Dent Assist Membership Agreement or the Repair Contract or contracting procedures.
- 1.2. Schmick will endeavour to ensure that any changes Schmick makes will enhance or improve your Membership Benefits and/or Schmick's service offering or business practices and procedures, for example by the addition of new or expanded services, the introduction of new repair technologies, practices or processes, and maintaining market competitive pricing.
- 1.3. Changes as they apply to your Membership Program for your Nominated Vehicle may be made by giving you prior notice of the changes by publication of such changes on the Schmick website and/or by publishing or issuing to you a new booklet setting out the General Terms and Conditions.
- 1.4. Changes to the General Terms and Conditions shall take effect seven (7) days after the date of publication of the changes on the Schmick website.
- 1.5. You will also be deemed to have accepted changes to the General Terms and Conditions if you request a repair service under your Membership Program after the date of publication of the changes on the Schmick website.

2. Definitions, Interpretation and Governing Law

- 2.1. In these General Terms and Conditions, capitalised terms and expressions have the meaning given to them in the Glossary of Terms (Part Four).
- 2.2. These General Terms and Conditions are separated into four parts. A reference to a numbered clause is a reference to that clause number within the same part of these General Terms and Conditions, unless otherwise specified.
- 2.3. Headings used throughout this booklet are for convenience and ease of reference only and do not affect the meaning or interpretation of any provisions of these General Terms and Conditions.
- 2.4. Each provision of these General Terms and Conditions can be separated. If any provision is invalid or unenforceable it may read down modified or deleted as required to give effect to the General Terms and Conditions.
- 2.5. These General Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Victoria and the Commonwealth of Australia and any claim made by one party against the other arising out of these General Terms and Conditions will be heard in Victoria and the parties submit to the exclusive jurisdiction of those Courts.

Part Four

Glossary of Terms

Administration Fee – means a fee of \$25 or such other revised administration fee as may be notified by Schmick from time to time which is payable by you in the event that you cancel your Membership under clause 11.3;

Annual Membership – means a Membership Program that has a term of twelve (12) Months;

Authorised Dealer – means a registered motor car dealer approved of by Schmick authorised to enter your details and the details of your Vehicle into the Schmick Sales Portal;

Authorised Person – means a person acting on behalf of and with the approval of an Authorised Dealer and subject to Schmick's prior approval of that person;

Approved Inspector – means an auto repairer who Schmick appoints to inspect your Vehicle to assess if the Vehicle qualifies for a particular Membership Program;

Critical Vision Area – means the area on the front windscreen of a vehicle that is directly in front of the driver and most critical for the vision of the driver, usually within the following measurements: 150 mm either side of the centre of the steering wheel (or driver's seat), 90 mm from the top of the windscreen and 65 mm from the bottom of the windscreen.

End Date – means the last date of the Term of a Membership;

General Terms & Conditions – means this booklet comprising the Part One (Schmick Scratch & Dent Assist Membership Agreement), Part Two (Repair Services), Part Three (General Terms), and Part Four (Glossary of Terms), and all their parts and includes any updates, addendums, amendment and variation to this booklet or any of its parts that may be published by Schmick from time to time on the Schmick website or otherwise communicated to you;

GST – means any goods and services tax, value added tax or sales tax imposed on the sale or supply of goods, services and rights including but not limited to a tax imposed by the New Tax System (Goods and Services Tax) Act 1999 (C'th) and the related imposition Acts of the Commonwealth;

Membership – means the contractual rights and obligations as between you and Schmick as set out in this booklet under the heading Part One – Schmick Scratch & Dent Assist Membership Agreement and Membership Agreement refers to that agreement;

Membership Benefits – means the benefits set out in Part One (Schmick Scratch & Dent Assist Membership Agreement);

Membership Fee – means the payment you make in respect of your Membership for your Nominated Vehicle during the relevant Term, which may be on first joining a Membership Program and/or on renewal of your Membership for a further Term;

Membership Program – 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 (Standard) may comprise the Schmick Gold, Schmick Platinum Plus or any other program developed by Schmick and as varied from time to time;

Membership Program Schedule – means the schedule to your Membership Program settling out the particular details of your Membership;

Minor Cosmetic Repair – means the repairs available under a particular Membership Program which may include the following or additional or alternative repairs as specified by Schmick from time to time where each service described overleaf relates to an individual repair.

Month – means a calendar month;

Monthly Fee – means the fee payable for a Monthly Membership;

Monthly Membership – means a Membership Program that has a term of one (1) Month that automatically renews for successive one (1) Month terms subject to these General Terms and Conditions;

Nominated Vehicle – means the Vehicle you nominate for a Membership Program, as set out in the Membership Program Schedule;

Pre-Qualified/Pre-Qualification – means the inspection of your Vehicle by an Approved Schmick Inspector where inspection of your Vehicle is a condition of acceptance into a particular Membership Program;

Privacy Policy – means the privacy policy published on Schmick's website, as amended from time to time;

Repair Contract – means a contract for particular repair services which is formed as set out in clause 3.1 of Part Two – Repair Services, and which comprises the terms of Part Two – Repair Services and the relevant Repair Quote;

Repair Quote – means a quote for repairs in accordance with the procedures set out in this booklet under the heading Part Two – Repair Services;

Repair Fee – means the fee payable by you under the Repair Contract for repair work or services quoted and performed at your request on any Vehicle;

Schmick Sales Portal – means the online gateway for registering your details as a new Member and the details of your vehicle as Nominated Vehicles into a particular Membership Program;

Schmick Scratch & Dent Assist (Standard) – the Membership Program that is described in this booklet under the heading Part One (Schmick Scratch & Dent Assist (Standard) Membership Agreement) as applicable to your Membership Program identified in your Membership Program Schedule, Part Three (General Terms), and Part Four (Glossary of Terms).

Service Area – means the geographic area in which repairs to the Nominated Vehicle under your particular Membership Program may be performed. Unless otherwise agreed by Schmick the Service Area is limited to your postcode address within the Greater Metropolitan area of Melbourne, Sydney, Brisbane, Perth, Adelaide, Canberra, Geelong, Newcastle, Campbelltown, Wollongong, Sunshine Coast, Gold Coast and Central Coast or such other area as published from time to time on the Schmick website;

Start Date – means the commencement date of the Term of a Membership Program;

Suitable Work Space – means a work space on private property (such as a privately owned driveway or car park) within the Service Area that you are expressly authorised and permitted to use for a Schmick technician to perform a repair on the Nominated Vehicle. The workspace must provide a minimum of two (2) metres clearance around the Vehicle and access to electricity within twenty-five (25) metres from the Vehicle. Public roadways and underground car parks do not constitute a suitable workspace;

Standard Vehicle – means a light motor vehicle with a gross vehicle mass not exceeding 3,500 kg that is used solely for personal, social, domestic, and business purposes (e.g. for journeys from your home to or from your permanent place of work). Expressly excludes:

(a) vehicles used as taxis, rideshare, car rental and hire, tour services, courier work or to transport tools of a trade; and

(b) "super cars" including Lamborghini, Ferrari, Maserati, Aston Martin, Rolls Royce, McLaren, Bentley, Bugatti, Porsche (other than Porsche SUVs), and any other vehicle make designated as such by Schmick in its absolute discretion, irrespective of the use of the vehicle.

Term – means the period starting on the Start Date and ending on the End Date set out in the Membership Program Schedule. "Term" also refers to each successive period your Nominated Vehicle's Membership of a Membership Program is renewed;

Waiting Period – means a period of forty-five (45) days for Schmick Gold Membership Program, and zero (0) days for Schmick Platinum Plus Membership Program, from the Start Date unless some other period is set out in the Membership Program Schedule, and during which period you cannot request repair services from Schmick.

Minor Cosmetic Repairs Table

Repair type	Repair Description
Bumper Bar Scratch or Scrape	Repair one scratch or scrape up to 500mm in length and 20mm in depth by repairing and painting. (Excludes non-painted textured plastic bumper bars, metal bumper bars and any incident that has caused structural damage).
Deep Scratch or Dent on metal panels	Repair a single scratch or dent with paint damage larger than 3mm and less than 60mm in diameter and 10mm in depth on a vertical painted metal panel by repairing and painting. (Damage must be contained to one panel and excludes scratches that have dented the style line – refer Cosmetic Touch Ups for paint damage less than 3mm. Expressly excludes bonnet, roof, tailgate and boot lid). Where the damage is made up of multiple scratches or dents, the repair is no longer considered a Minor Cosmetic Repair and is excluded.
Surface Scratches or Marks	Repair surface scratches on up to 4 panels that have not cut through the clear coat using professional cutting compounds and process.
Body Pressure Dents	Repair one pressure dent up to 60mm in diameter on any flat panel where the paint has not been chipped or damaged. (Excludes dents on style lines and metal folds).
Alloy Wheel Scrapes or Scuffs	Repair scratch or scrape on one alloy wheel (or up to two hubcaps) by repairing damaged area, colour match, respraying and blending. Machine finished wheels may lose the fine machine lines. (Excludes Chrome, High Polish & Mirror finished wheels, damage to the pin strip area on pin stripe wheels and deep gouges where in the opinion of Schmick the integrity of the wheel is compromised). If in the opinion of Schmick where there is damage to the vehicle tyres that makes repairing the wheel unsafe, then the tyre will need to be repaired or replaced prior to the wheel repair. Optional for Schmick Gold Membership Program and Schmick Platinum Plus Membership Program. By electing to accept Schmick repairs to your machine finished wheels, you acknowledge that our processes mean we are unable to replicate the machine finish and as such your wheels may lose the fine machine finish lines once repaired.
Side Mirror Scratch or Scrape	Repair and paint scratches or scuffs on side mirror casing. (Excludes chrome finished casings, lights and indicator lenses).
Body Kit Scratch or Scrape	Repair and paint one Scratch or Scrape up to 500mm in length and 20mm in depth on a plastic spoiler, side skirts and bumper strip. Excludes damage requiring painting to the horizontal surface of a spoiler. Optional for Schmick Gold Membership Program.
Cosmetic Touch Ups	Cosmetically repair up to 20 stone chips up to 3 mm in diameter by colour matching, filling and sealing each chip to prevent corrosion. Damage will still be visible. (Excludes stone chips on vehicles that have 3 layer pearl paintwork).
Interior tears	Repair one tear in leather and vinyl seats and arm rests up to 80mm in length and 5mm in width (Excludes wear and tear parted seams, damage on a seam or stitching, or damage to instrumentation panel, headliner or to steering wheel).
Windscreen Chip or Crack	Repair a single stone chip on the front windscreen, up to a maximum diameter each of 5 mm in the Critical Vision Area and 20 mm outside the Critical Vision Area. (Excludes stone chips that affect ADAS systems, repairs where there have been a total of 8 or more previous repairs anywhere on the windscreen, cracks that start or finish at the edge of the windscreen, where damage extends through more than the outer layer of glass, where there is notable delamination of the laminate bonding layer, or where replacement is otherwise recommended under Australian New Zealand Safety Standard AS/NSZ 2366.1-1999 or other safety recommendation).

* Repair Quotes provided by Schmick for Minor Cosmetic Repairs will reflect the current pricing and specifications published on the member's page on Schmick's website as at the date of your request.

Minor Cosmetic Repairs specifically exclude:

- (1) Any damage that exceeds the size parameters as set out in the repair descriptions under the Cosmetic Repairs table in the Glossary;
- (2) The replacement of damaged stickers and decals, specialised paintwork and body wraps;
- (3) Non colour coded vehicle trims and mouldings. These include chrome and metal effect and textured plastic;
- (4) Any replacement parts and trimmings;
- (5) Repair of rust damage or hail damage;
- (6) Structural damage, including without limitation structural damage to body work, trim, mirror casings and wheels;
- (7) Work that is required to be performed in a workshop or under workshop conditions;
- (8) Any part of the Nominated Vehicle that has been changed from original equipment manufacturer parts;
- (9) Damage to any area of the Nominated Vehicle which has (a) matte paintwork, or (b) illusion colour paintwork;



Schmick[™]
Scratch & Dent Assist

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Your Platinum Plus Membership

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