

# SUPERB SCRATCH N' DENT MEMBERSHIP TERMS AND CONDITIONS

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Thank you for choosing a Superb Scratch N' Dent membership to help protect your new vehicle!

This membership is issued by SUPERB SCRATCH AND DENT RAPID REPAIRS PTY LTD - ABN 66 648 261 778 (**Superb**). Superb is a registered company under the *Corporations Act 2001 (Cth)* and that provides cost efficient cosmetic repairs to maintain the aesthetic appearance of your vehicle!

## 1. About the Terms & Conditions

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### 1.1 General

- (a) These Terms & Conditions (**Terms**) are designed to help you decide whether a Superb Membership is the right product for you! These Terms provide you with an easy-to-read explanation of the Superb Membership types and benefits, the procedure for requesting and performing cosmetic repairs and set out your legal rights and obligations throughout your Superb Membership.
- (b) When you become a member of the Superb Membership, these Terms will govern your relationship with Superb and the affiliates of Superb for the duration of your Superb Membership. By becoming a member of the Superb Membership, you confirm that you have read and understood these Terms and agree to be bound by them.
- (c) You should carefully read these Terms to decide whether a Superb Membership is right for you.
- (d) Your Superb Membership does not give you any rights or entitlements as a shareholder of Superb or as a member of any company association or organisation.

### 1.2 Distributor of Superb and Own Enquiries regarding Membership

- (a) If you did not purchase your Superb Membership directly through Superb and you have purchased through another person or entity instead, those persons or entities are Distributors of Superb.
- (b) The Distributor is authorised by Superb to sell the Superb products and services. However, other than as set out in these Terms, the Distributor is not authorised to make any representations on behalf of Superb.
- (c) Superb and our Distributors do not provide any opinions or recommendations to you about whether a Superb Membership is right for you or your particular needs. You must make your own enquiries and decision regarding the suitability of a Superb Membership.

## 2. Membership

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### 2.1 Nature of membership

- (a) The Superb Membership is not an insurance product or insurance policy whatsoever and must not be considered or used as an insurance product or insurance policy or suitable alternative. The Superb Membership is not a financial product and must not be considered or used to manage any financial risk associated with damage to your Nominated Vehicle. Superb urges you to obtain your own insurances and financial advice.

- (b) The Superb Membership is not intended to be a substitute or equivalent for your normal motor vehicle insurance policy.
- (c) You acknowledge and agree that Superb and all Superb employees, Distributors, agents and contractors, have not provided you with financial advice or a financial product and have in no way represented to you that the Superb Membership is an insurance product.

**2.2 Superb’s obligations**

You acknowledge and agree that Superb’s obligations to you under these Terms are limited to delivering the Superb Membership to you and Superb is not obligated, by virtue of the Superb Membership, to indemnify you or any person for any loss, damages, costs or expenses that you incur in relation to your Nominated Vehicle or any other person incurs to their property.

**2.3 Membership Benefits** Your Superb Membership entitles you to the following benefits, subject to these Terms:

- (a) Fixed cost cosmetic repairs (being Permitted Repairs only) for your Nominated Vehicle.
- (b) Access to qualified industry professional repair Technicians.
- (c) Door to door repair service in the Service Area or repairs at the Repair Centre (at our sole discretion).

Your Superb Membership will cover your Nominated Vehicle for Permitted Repairs only and in accordance with these Term.

**2.4 Vehicles not eligible for Membership**

If your Nominated Vehicle is an Excluded Vehicle, that Nominated Vehicle is not eligible for the Superb Membership.

**2.5 Membership Types** Superb offer three types of Superb Memberships

Membership Type	Membership Criteria
Dealership Membership	<ul style="list-style-type: none"> <li>• For new and second-hand Passenger Vehicles that are less than seven (7) years old from the date of first registration.</li> <li>• Purchased from a Distributor.</li> <li>• Subject to Pre-Qualification Inspection.</li> </ul>
Auction Membership	<ul style="list-style-type: none"> <li>• For second hand Passenger Vehicles that are less than 7 years old from the date of first registration.</li> <li>• Purchased from an Approved Auction House</li> <li>• Subject to Pre-Qualification Inspection.</li> </ul>
Superb Direct Membership	<ul style="list-style-type: none"> <li>• For new Passenger Vehicles.</li> <li>• For second-hand Passenger Vehicles that are less than six (6) months old from the date of first registration.</li> <li>• Purchased from Superb Direct.</li> <li>• Subject to Pre-Qualification Inspection.</li> </ul>

Your Membership Type will be determined by Superb depending on your Nominated Vehicle and whether it meets the Membership Criteria. The Membership Type for your Nominated Vehicle will be noted in the Membership Schedule.

## 2.6 Fees

- (a) When you apply for a Superb Membership, Superb will tell you the Fee applicable to your Membership Type. Your Fee is payable either as part of the purchase of your vehicle or payable when purchasing online and in accordance with Payment Terms
- (b) All or any payments by you to Superb of any amounts under these Terms (including, but not limited to, the Fee, the Repair Fee and the Membership Transfer Fee) via credit card will incur an additional fee, being the Credit Card Fee.

## 2.7 Commencement

Your Superb Membership will begin on the Commencement Date set out in the Membership Schedule, provided you have paid the Fee in accordance with the Payment Terms.

## 2.8 Initial Payment Period

- (a) For the purposes of this clause 2.8, "**Initial Payment Period**" means from the day that is the Commencement Date of your Superb Membership until the date that you have paid the full Fee to Superb for your Superb Membership (if applicable).
- (b) During the Initial Payment Period you are entitled to submit two (2) Repair requests to Superb for the Nominated Vehicle. For the avoidance of doubt, the maximum number of Repair requests you can make during the Initial Payment Period is two (2).

## 2.9 Cooling-Off Period

- (a) You may cancel your Superb Membership within twenty-one (21) days from the Commencement Date if you are not satisfied. This twenty-one (21) day period is called the "Cooling-Off Period".
- (b) If you cancel your Superb Membership in writing during the Cooling-Off Period, Superb will refund you any Fees you have paid.

## 2.10 Pre-Qualification Inspection

In some cases, acceptance of your Superb Membership application will be conditional upon a prior inspection of your Nominated Vehicle so that Superb can determine if your Nominated Vehicle qualifies for the Superb Membership. This is called the "Pre-Qualification Inspection" and whether your Nominated Vehicle requires a Pre-Qualification Inspection will be advised by Superb to you.

The Pre-Qualification Inspection may be undertaken by the Distributor or Superb and will be prepared in the form determined by Superb.

The Pre-Qualification Inspection may identify any existing damage to your Nominated Vehicle (**Pre-Existing Damage**). If Pre-Existing Damage is identified in the Pre-Qualification Inspection, your Nominated Vehicle may, at Superb's absolute discretion, qualify for the Superb Membership. However, any Pre-Existing Damage will not be treated as a Permitted Repair and will be excluded from the coverage offered under the Superb Membership.

## 2.11 Membership Qualification

- (a) The decision of Superb as to whether your Nominated Vehicle qualifies for Superb Membership is absolute and final.
- (b) If your Nominated Vehicle does not qualify for the Superb Membership, Superb will refund you any Fees you have paid.

## 2.12 Termination

- (a) Your Superb Membership will end on the Termination Date set out in the Membership Schedule, unless your Superb Membership is cancelled earlier in accordance with these Terms or is renewed for a further period in accordance with clauses 2.13 or 2.14.
- (b) Superb reserves the right to cancel your Superb Membership at any time during its Duration for all or any of the following reasons:
  - (i) If you owe any Fees, Repair Fees or any other money to Superb and that money has been outstanding for more than fourteen (14) days.
  - (ii) If you have provided Superb with incorrect information about your Nominated Vehicle.
  - (iii) If, in Superb's sole and absolute discretion, you have acted in a way that is abusive or threatening to any Superb employee, Distributor or Technician.
  - (iv) If, in Superb's sole and absolute discretion, Superb believes that you have acted in such a way that Superb considers it is no longer appropriate for you to continue to be a member of Superb Membership.
- (c) If Superb cancels your Superb Membership under clause 2.12(b), Superb will provide you with written notice of your Superb Membership cancellation, and your Superb Membership will be terminated immediately, with effect on and from the date of the written notice from Superb.
- (d) You may cancel your Superb Membership at any time during the Duration by giving Superb 30 days' notice in writing.
- (e) If your Superb Membership is cancelled:
  - (i) under section 2.12(b), the Fee is not refundable; or
  - (ii) under section 2.12(c) and 7.4(d), you will be entitled to a pro-rata refund of the unused portion of the Fee (**Unused Fee**) less the greater of \$250 or 50% of the be entitled to a refund. The unused portion will be calculated on a daily pro-rata basis.

## 2.13 Membership Renewal

- (a) Renewal of your Superb Membership is not automatic, and it is your responsibility to ensure that your Superb Membership is renewed before the Termination Date.
- (b) Superb may (but is not obligated to) contact you prior to the Termination Date to remind you to renew your Superb Membership for your Nominated Vehicle.
- (c) If you wish to renew your Superb Membership ("**Current Membership**") for a further term, you must advise Superb in writing and pay the fee applicable for the new membership (as advised by Superb to you) prior to the Termination Date for your Current Membership.

## 2.14 Membership Reinstatement

If your Current Membership has expired and you have not renewed for a further term, you may still apply to Superb to reinstate your Superb Membership for your Nominated Vehicle. A Pre-Qualification Inspection of your Nominated Vehicle may be required before Superb will consider whether or not your Superb Membership can be reinstated or renewed. Superb is not obliged to renew your Superb Membership or accept your Nominated Vehicle for a further term if you have not renewed your Superb Membership prior to the Termination Date.

## **2.15 Maximum Renewal**

- (a) You may only renew your Superb Membership for a further term that would total no more than a term of 5 years from the Commencement Date of your Superb Membership. For the avoidance of doubt, and if, for example, the Duration of your Superb Membership is 3 years, the maximum term you can renew your Superb Membership for is for a further 2 years following the end of the Duration.
- (b) Any such membership renewal of your Superb Membership may require a further Pre-Qualification Inspection of your Nominated Vehicle. Superb will inform you, if Superb require a further Pre-Qualification Inspection of your Nominated Vehicle in order to renew your Superb Membership.
- (c) The Cooling-Off Period does not apply to a renewed membership.

## **2.16 Membership Transfer**

- (a) Your Superb Membership is specific to your Nominated Vehicle and personal to you as the registered owner of the Nominated Vehicle.
- (b) If you wish to change your Nominated Vehicle during the Duration, you may apply to Superb to transfer your Superb Membership to the new vehicle. A Pre-Qualification Inspection of your new vehicle is required so that Superb can determine if your new vehicle qualifies for the Superb Membership. You will be responsible for payment of the Membership Transfer Fee if your membership transfer for your new vehicle is accepted by Superb.
- (c) If you sell or transfer your Nominated Vehicle to another person or entity during the Duration, your Superb membership will automatically end on the date that you are no longer the registered owner of the Nominated Vehicle.
- (d) The Superb Membership is not automatically transferable from you to another owner of the Nominated Vehicle.
- (e) You may apply to Superb to transfer your remaining Superb Membership Duration to the new owner of the Nominated Vehicle. The new owner must complete an application for the Superb Membership. If the new owner is accepted by Superb, the new owner is responsible for payment of the Membership Transfer Fee.

## **3. Vehicle Repairs**

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### **3.1 Repairs Generally**

- (a) This clause 3 sets out the procedure for providing the repair service and the terms and conditions that apply each time you request Superb to repair your Nominated Vehicle during your Superb Membership.
- (b) Superb is only obliged to perform repairs to your Nominated Vehicle that are Permitted Repairs as set out in the Repair Information Table. The Repair Information Table sets out included and excluded repairs.
- (c) The decision of Superb under these Terms as to whether the Repair Work required for your Nominated Vehicle (as set out in a Repair Request) is a Permitted Repair, is absolute and final.

### **3.2 Requesting Repairs**

- (a) It is easy to request a repair from Superb! You simply take a photo of the damaged area of your Nominated Vehicle and submit it to Superb for assessment.

- (b) You can submit your Repair Request by any of the following methods:
  - (i) Through the online/mobile application Repair Request System.
  - (ii) By calling the Repair Request Helpline on 1300 008 188.
- (c) You are only eligible to submit a Repair Request for your Nominated Vehicle. You must complete the Repair Request accurately and in full.
- (d) You may not request repairs during the Cooling-Off Period.
- (e) Superb will endeavour to process your Repair Request within fourteen (14) days after you submit it.

### **3.3 Repair Limits**

- (a) Except as set out at clause 2.8, there is no limit on the number of times you may submit a Repair Request throughout your Superb Membership.
- (b) Each repair must comply with the Repair Information Table.

### **3.4 Assessment of the Repairs and Repair Fees**

- (a) Your Repair Request will be passed on to the Technician who will assess the damage to your Nominated Vehicle to determine whether or not the Repair Work required is a Permitted Repair and if so, if it is covered by your Superb Membership.
- (b) The Repair Fees are not fixed and may vary up or down from time to time. Repair Quotes provided for Permitted Repairs will reflect the pricing and specifications published by Superb as at the date of the Repair Quote.
- (c) If the damage to your Nominated Vehicle is a Permitted Repair, Superb will provide you a Repair Quote setting out the applicable Repair Fee. The Repair Quote will also contain details of the Repair Work to be carried out by Superb. Unless withdrawn by Superb, the Repair Quote will be valid for thirty (30) day from the date of issue and must be accepted by you before we will undertake the Permitted Repair.
- (d) You must pay the Repair Fee to us by way of credit card, debit card or electronic transfer of funds (EFT) prior to our Technician commencing the assessment of your Nominated Vehicle.
- (e) If the damage to your Nominated Vehicle is not a Permitted Repair as set out in the Repair Information Table, you may either:
  - (i) Request a refund of the Repair Fee paid, in which case, the Repair Fee will be refunded to you within 48 hours of your request; or
  - (ii) Accept that the damage is not covered by the Repair Information Table, but request that Superb quote the Repair Work required and carry out the Repair Work at your cost.
- (f) In some cases, Superb may (but is not obliged to) provide you with a Repair Quote for repairs that are not Permitted Repairs
- (g) The determination of the Technician as to whether the damage to your Nominated Vehicle is a Permitted Repair and whether to provide you with a quote to perform the Repair Work

is final and absolute. The Technician is not obliged to provide you with a Repair Quote to perform Repair Work where the Technician is of the opinion that the damage to your Nominated Vehicle is structural damage and that is not a Permitted Repair.

- (h) In any event, Superb will only perform Repair Work the subject of the Repair Request once you have accepted the Repair Quote. You may accept the Repair Quote by either signing the Repair Quote or returning it to Superb, or by verbally accepting the Repair Quote. By accepting the Repair Quote, you agree to pay the Repair Fee to Superb.

### **3.5 Performing the Repairs**

- (a) Upon acceptance of the Repair Quote, Superb will arrange a mutually convenient time and location with you to perform the Repair Work, provided that the Repair Work is performed within the Service Area and Service Times.
- (b) You must provide our Technician with a Suitable Repair Area located on private property within the Service Area that you are expressly authorised to use for the Technician to perform the Repair Work to your Nominated Vehicle. For the avoidance of doubt, Superb will not perform Repair Work on your Nominated Vehicle if your Nominated Vehicle is located on a public road.
- (c) If you are located outside of the Service Area or if the Repair Work cannot be performed by our Technician for any other reason, you agree to deliver your Nominated Vehicle to a Repair Centre as advised by Superb.
- (d) Superb will endeavour to perform your Repair Work within thirty (30) days after you have accepted the Repair Quote.
- (e) Despite your acceptance of the Repair Quote, Superb may refuse to perform your Repair Work if:
  - (i) You do not provide our Technician with a Suitable Repair Area;
  - (ii) Your Nominated Vehicle is unattended when our Technician arrives; or
  - (iii) You do not deliver your Nominated Vehicle to a Repair Centre when required by Superb

### **3.6 Specific Repairs Excluded**

- (a) In addition to the repairs listed in the "Excluded" column in the Repair Information Table, being repairs that are not Permitted Repairs, the following types of damage and repairs to your Nominated Vehicle are specifically excluded and are not included in the Superb Membership:
  - (i) Structural damage to bodywork;
  - (ii) Damage to mouldings that are not colour coded;
  - (iii) Damage to chrome, metal effect or textured mouldings;
  - (iv) Damage to body wraps, stickers or decals;
  - (v) Damage to any area that is matte, special effect or illusion coloured paintwork ;
  - (vi) Damage to replacement parts that are not genuine parts from the manufacturer of the Nominated Vehicle;
  - (vii) Reapplications of any paint protection system on the Nominated Vehicle;
  - (viii) Rust damage;

- (ix) Hail damage;
- (x) Repairs exceeding the size limitations; and
- (x) Pre-Existing Damage.

#### 4. Warranties & Indemnities

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##### 4.1 Superb Warranties

- (a) Superb warrants to provide you with quality workmanship when performing the Repair Work, and will perform the Repair Work to your Nominated Vehicle with due care and skill. Where damage to your Nominated Vehicle is a direct result of the faulty workmanship of Superb, Superb will remedy any faulty or defective Repair Work. Superb is not obliged to repair any damage which is a result of the faulty workmanship of any third party.
- (b) To the extent permitted by the Australian Consumer Law (being Schedule 2 to the Competition and Consumer Act 2010 (Cth) ("**Consumer Law**"), Superb will only be liable to you in relation to performing the Repair Work to your Nominated Vehicle to the extent expressly provided in these Terms, and Superb expressly exclude any other liability for any form of loss or damage incurred by you or any other party resulting directly or indirectly out of your Superb Membership.
- (c) Subject to any statutory provisions to the contrary and, if after completion of any Repair Work under these Terms by Superb, you consider that the Repair Work is defective in any way, as a result of an act or omission by Superb or Superb's negligence, you must give Superb written notice together with a description as to why the Repair Work is defective, within 7 days of completion of the Repair Work.
- (d) Upon receipt of a notice in accordance with clause 4.1(c), subject to Superb being satisfied (acting reasonably) that the Repair Work is defective as a result of an act or omission by Superb or Superb's negligence, Superb may in our absolute discretion elect to either:
  - (i) re-supply the defective Repair Work; or
  - (ii) provide you with a refund in respect of the defective Repair Work.
- (e) Superb's maximum liability to you for any loss or damage incurred by you or any other party resulting directly or indirectly out of your Superb Membership is limited to the amount you have paid to Superb in accordance with these Terms.

##### 4.2 Mandatory wording – Australian Consumer Law

- (a) Superb's services come with guarantees that cannot be excluded under Consumer Law.
- (b) For major failures with Superb's services (if any), you are entitled:
  - (i) to cancel your service contract with Superb; and
  - (ii) to a refund for the unused portion, or to compensation for its reduced value.
- (c) You are also entitled to be compensated for any other reasonably foreseeable loss or damage.
- (d) 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.



### 4.3 Your Warranties & Indemnities

- (a) You warrant to Superb to provide the Technician with a safe work environment and to safely remove any items that may restrict access to the Suitable Repair Area. You agree to indemnify Superb against any claim, loss or damages arising from your failure to provide a safe work environment.
- (b) You acknowledge and agree that Superb is not liable to repair any damage to the Nominated Vehicle, or subsequent damage to any Repair Work performed by Superb, where such damage has occurred as a result of wear and tear from normal use, further damage sustained to the repaired area or from exposure to the elements.
- (c) You acknowledge and agree that the Repair Work performed by Superb is repair of a cosmetic nature, and Superb makes no warranty or promise to provide Repair Work that is of a standard equivalent to the original manufacturer or factory supplied quality. Specifically, you acknowledge that repairs for stone chips and deep scrapes may still be slightly visible on your paint finish.
- (d) Superb will use its best endeavours to have your Nominated Vehicle looking new again, but Superb do not guarantee an exact colour match, as the paint on your Nominated Vehicle may have faded over time!

## 5. Privacy Policy

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### 5.1 Privacy Policy

- (a) Your privacy is very important to us! We have designed our Privacy Policy to make important disclosures about how we collect, use and share your personal information. The Superb Privacy Policy is incorporated into these Terms. By accepting these Terms, you agree to the collection, use and sharing of your information in accordance with these Terms. You can also access our Privacy Policy on our website at [mysuperb.com.au](http://mysuperb.com.au) or by requesting a copy from us by emailing [info@mysuperb.com.au](mailto:info@mysuperb.com.au).
- (b) We collect the following types of information directly provided by you:
  - (i) Your name and contact details (including your address, telephone number, postal address, email and other contact details) when you communicate with us, including when you register for a Superb Membership or when you book Repair Work with us.
  - (ii) The registration details for your Nominated Vehicle.
- (c) We may also collect your personal information from third parties, such as from our Distributors or related entities.
- (d) If you provide us with the personal information of another person, such as a family member or business partner, you warrant that you have done so with their consent and agree to make them aware of the contents of our Privacy Policy.
- (e) If you choose not to provide your personal information to us, we may not be able to answer your enquiry or provide our membership or repair service to you.
- (f) We use the information we receive from you:
  - (i) To provide our membership services to you and to obtain payment for them.

- (ii) To improve, test and monitor the effectiveness of our membership services, and to develop new products, services and features.
- (iii) For marketing purposes, which may include presenting you with offers relating to new products and services. However, you may opt out of receiving marketing or promotional information at any time by emailing us at [info@mysuperb.com.au](mailto:info@mysuperb.com.au).
- (g) You may update or correct your personal information held by Superb at any time by emailing us at [info@mysuperb.com.au](mailto:info@mysuperb.com.au).
- (h) Superb will not sell your personal information to third parties without your consent. However, we may share your personal information with our Distributors and entities that are legally a part of Superb or that become part of Superb.
- (i) Superb may change or update this Privacy Policy from time to time and we will notify you if this happens by posting the updated Privacy Policy on our website at [www.mysuperb.com.au/privacy-policy](http://www.mysuperb.com.au/privacy-policy). It is your responsibility to check our website from time to time to determine whether we have changed or updated this Privacy Policy.

## **6. Disputes**

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### **6.1 Disputes**

- (a) We welcome every opportunity to resolve any concerns or complaints that you may have with your Superb Membership or the service provided by Superb, our Distributors or our Technicians.
- (b) In the first instance, we encourage you to contact one of our customer service officers on 1300 008 188 to discuss your concerns, so that any issues can be identified, and we can have the opportunity to resolve your concern.

### **6.2 Alternative Dispute Resolution Methods**

- (a) If we are unable to resolve the dispute with you in the first instance, you agree to attempt to resolve any dispute in connection with these Terms by Alternative Dispute Resolution methods. You and Superb will be equally responsible for payment of any and all fees, including filing, administrative and arbitrator or mediator fees, associated with the relevant Alternative Dispute Resolution method.

## **7. Miscellaneous**

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### **7.1 Headings and Index**

The Headings and Index are used to make these Terms easier to read and understand and must be ignored in the interpretation of these Terms.

### **7.2 Joint & Several**

An agreement, warranty, representation or obligation which binds or benefits two or more persons under these Terms binds or benefits those persons jointly and separately.

### **7.3 Successors and Assigns**

A person includes the trustee, executor, administrator of that person. This clause must not be construed as permitting you to assign any right or obligation under these Terms to any other person.

#### 7.4 Changes to Terms

- (a) Superb may change or modify these Terms at any time. If we make changes to these Terms, we will provide notice of such changes by sending a notification to you.
- (b) Any changes to these Terms are deemed to take effect after seven (7) days after the date of notification by Superb to you (subject to clause 7.4(d)).
- (c) By submitting a Repair Request after the changes become effective, you agree to be bound by the revised Terms.
- (d) If you disagree with any change or modification to these Terms notified to you, you may cancel your Superb Membership provided you give us written notice of your cancellation within 30 days of our notification to you or posting of the change or modification. The cancellation of your Superb Membership would take effect within 5 days of us receiving your written notice of cancellation.

#### 7.5 Whole Agreement

These Terms contain the whole agreement between you and Superb relating to the transactions contemplated by these Terms and supersede all previous agreements between you and Superb relating to these transactions.

#### 7.6 Severability

Any provision of these Terms which is invalid or unenforceable in any jurisdiction will, as to that jurisdiction only, be read down or severed to the extent of that invalidity or unenforceability. The remaining provisions of these Terms which are self-sustaining and capable of separate enforcement without regard to the read down, or severed provision in that jurisdiction, are and will continue to be valid and enforceable in accordance with their terms.

#### 7.7 No Reliance on Other Matters

You acknowledge that in agreeing to enter into a membership with Superb that you have not relied on any representation, warranty or other assurance except for those set out in these Terms.

#### 7.8 Governing Law and Jurisdiction

- (a) These Terms are governed by and must be construed in accordance with the laws of New South Wales.
- (b) You agree to irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales and all courts which have jurisdiction to hear appeals from those courts, and you waive any right to object to proceedings being brought in those courts for any reason.

### 8. Definitions and Interpretation

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#### 8.1 Definitions

In these Terms, unless a contrary intention appears, the following words have the following meanings:

**Alternative Dispute Resolution** means the use of dispute resolution processes in the following order:

- (a) Discussion between us and you;
- (b) mediation;
- (c) arbitration to resolve a dispute;

all prior to any resort or recourse to litigation.

**Approved Auction House** means any auctioneer or auction house which has been approved by Superb to provide a membership to you in connection with new or used cars sold to the public by the auctioneer or auction house.

**Commencement Date** means the membership commencement date set out in the Membership Schedule

**Cooling-Off Period** means a period of twenty-one (21) days from the Commencement Date.

**Credit Card Fee** means the fee payable by you for any payments by you to Superb under these Terms that are made via credit card, and as advised by Superb to you.

**Distributor** means persons or entities approved by Superb who are authorised to provide a membership to you and includes any Approved Auction House.

**Duration** means the membership term set out in the Membership Schedule and being the duration of your Superb Membership starting on the Commencement Date and ending on the Termination Date, or earlier if your Superb Membership is cancelled in accordance with these Terms.

**Excluded Vehicle** means all or any of the following:

(a) a vehicle that is used in any way, shape or form, for all or any of the following uses:

- (i) as a taxi, Uber, rental, hire car or any other use relating to the carriage of passengers for a fee or some type of reward (whether monetary or not);
- (ii) as a courier or to transport tools of trade or other tools for commercial work;
- (iii) in any public service capacity, including (but not limited to) as military vehicle, police vehicle or as an ambulance;
- (iv) as a vehicle for driving instruction purposes;
- (v) in relation to any type of competition such as a rally, race, any type of track day, speed testing, pace making or reliability trials; or
- (vi) off road;

(b) a motorcycle, scooter, quadbike, tricycle, moped, sidecar, trailer, boat, kit car, bus, coach, motorhome, stretch limousine, caravan or truck;

(c) any vehicle with a gross vehicle mass exceeding 3,500 kg;

(d) any vehicle with self-healing paint.

**Fee** means the membership fee payable by you to Superb for your Superb Membership set out in the Membership Schedule which is payable in accordance with the Payment Terms.

**Membership Details** means your name, phone number, email and address set out in the Membership Schedule.

**Membership Schedule** means the membership schedule setting out the details of your Superb Membership as provided by Superb to you and that can be accessed via the Superb online portal for your Superb Membership.

**Membership Transfer Fee** means \$0.00 or any other higher amount as advised by Superb.

**Membership Type** means the Superb Membership type you hold, as specified in the Membership Schedule.

**Nominated Vehicle** means the vehicle VIN, vehicle make, vehicle model, vehicle colour and vehicle year set out in the Membership Schedule and being your nominated vehicle in your application for a Superb Membership.

**Passenger Vehicle(s)** means any vehicle with a gross vehicle mass not exceeding 3,500 kg.

**Payment Terms** means the terms for payment of the Fee by you as advised by Superb to you, and being any of the following (at Superb's sole discretion):

- (a) Fee is payable by you in full on or before the Commencement Date; or
- (b) Fee is payable by you in equal monthly instalments on the first day of each calendar month with the first payment payable on or before the Commencement Date (for Superb Direct Memberships only); or
- (c) Fee is payable by you in equal fortnightly instalments on every second Monday with the first payment payable on or before the Commencement Date (for Superb Direct Memberships only); or
- (d) Fee is payable by you in equal weekly instalments on every Monday with the first payment payable on or before the Commencement Date (for Superb Direct Memberships only).

**Permitted Repairs** means the cosmetic repairs set out in the inclusions section of the Repair Information Table and which are not otherwise excluded under these Terms.

**Pre-Qualification Inspection** means the inspection of your Nominated Vehicle carried out by Superb or Distributor for the purposes of allowing Superb to determine if your vehicle qualifies for membership.

**Repair Centre** means any designated repair centre advised by Superb to you.

**Repair Fee(s)** means the fee payable by you for the Repair Work performed or services requested as specified in the Repair Quote.

**Repair Information Table** means the table at Annexure A of these Terms and titled "Repair Information Table".

**Repair Limit** means the number of times Repair Work is performed to your Nominated Vehicle by Superb in accordance with the table in clause 3.3

**Repair Quote** means the quote provided to you when you request Repair Work which will contain details of the Repair Work to be carried out by Superb and the Repair Fee to be paid.

**Repair Request** means a request by you to Superb for Repair Work to the Nominated Vehicle in accordance with clause 3 of these Terms.

**Repair Work** means all or any repairs required to your Nominated Vehicle to be provided by Superb in accordance with these Terms.

**Service Area** means the geographic area in which Repair Work to the Nominated Vehicle may be performed, limited to the geographic boundaries of your postcode if your postcode is within the greater metropolitan area of Sydney, Adelaide, Brisbane, Melbourne and Canberra. If your postcode is outside the greater metropolitan area, then the relevant Service Area is such other area as advised by Superb from time to time or as agreed between us.

**Service Times** means between the hours of 9:00am and 4:00pm on Monday to Friday, or such other times as advised by Superb from time to time.

**Suitable Repair Area** means a work area with a minimum clearance of two (2) metres around the Nominated Vehicle to perform the Repair Work with access to a source of electricity available within twenty-five (25) metres of the Nominated Vehicle, as determined by the Technician.

**Superb Direct** means the Superb website [www.mysuperb.com.au](http://www.mysuperb.com.au) or the Superb customer service centre phone 1300 008 188.

**Superb Membership** means the Superb Scratch N' Dent membership provided by Superb to you in accordance with these Terms.

**Technician** means the employee, contractor or repair agent of Superb who will perform the Repair Work.

**Termination Date** means the membership expiry set out in the Membership Schedule.

**Terms** means these terms and conditions, the Repair Information Table and any other schedules to this agreement and where amended means these terms and conditions as amended.

**We / Us / Our / Superb** means Superb Car Care Club Pty Ltd (ACN 614 246 721).

**You** means the person or entity specified in the Membership Details.

## 8.2 Interpretation

In these Terms, unless a contrary intention appears:

- (a) The singular denotes the plural and vice versa;
- (b) Any gender denotes the other gender;
- (c) A person includes an individual, a body corporate and government;
- (d) Any legislation includes any regulation or instrument made under it and where amended, re-enacted or replaced means that amended, re-enacted or replacement legislation;
- (e) A reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (f) A reference to a time of day means that time of day in the state of New South Wales.

## Annexure A

### REPAIR INFORMATION TABLE

REPAIR TYPE	INCLUSIONS	EXCLUSIONS
Alloy Wheels	One (1) alloy wheel scratch or scrape by repairing damaged area, colour match, respraying and blending.	<p>Chrome finished or powder coated alloy wheels, or structural damage to alloy wheels.</p> <p>A maximum of two (2) repairs per machined alloy within the membership term, to retain the integrity and safety of the rim.</p> <p>By electing to accept Superb 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.</p>
Body Kits	One (1) scratch or scrape up to 550mm in length on any painted side skirts or bumper	Scratches or scrapes longer than 550mm.
Bumper Bars	One (1) scratch or scrape up to 550mm in length and 20mm in depth.	Scratches or scrapes longer than 550mm or deeper than 20mm. Scratches on lights, metal, chrome finishes, decals, lights or headlight covers, electrical or mechanical mechanism (e.g. reverse sensors, washer jets etc.).
Cosmetic Touch Ups	Up to twenty-five (25) stone chips up to 3mm in diameter. Brush touched to seal each chip to prevent corrosion.	Stone chips larger than 3mm in diameter. Stone chips on pearlescent or other special effect paint.
Dents	One (1) pressure dent up to 60mm in diameter on any flat panel. Paint must not be damaged or chipped.	Dents larger than 60mm in diameter. Dents on style lines and metal folds, edges, corners or any part of the vehicle where there is not sufficient access to rear of panel.

Scratches (Deep)	One (1) deep scratch down to the metal surface up to 60mm in length on any vertical painted metal panel.	Scratches greater than 60mm in length. Scratches on non-vertical panels. Excludes Roof, Bonnet and rear boot lid. Damage must encompass one panel and not extend to any adjacent panels.
Scratches (Surface)	Surface scratches on up to five (5) panels that have not cut through the clear coat of paint.	Scratches that have cut through the clear coat of paint. Where there is not sufficient clear coat to allow buffing. Paint delamination.
Side Mirror Casing	Scratches or scrapes on one (1) side mirror casing.	Chrome finished coverings, lights or structural damage to side mirror casing.
Leather	Repair one tear or scratch in leather and vinyl seats and arm rests up to 80mm in length and 5mm in width. Scratch repairs on perforated seats may be still visible.	(Excludes wear and tear parted seams, or damage to instrumentation panel, headliner, steering wheel, middle consoles, pedals, dashboard and plastic or leather gear shift) Scratch repairs on perforated seats may be still visible.
Windscreen Stone Chip	Repair one (1) stone chip on the front windscreen. The maximum size of the whole stone chip (including all off shooting cracks) needs to be smaller than a 5cent coin (20mm in diameter).	Stone chips larger than a 5-cent coin (20mm in diameter) or stone chips that render the vehicle unroadworthy (damage affecting the primary vision area of the driver's). Further limitations include: A total of five or more previous repairs anywhere on the windscreen; cracks starting and finishing within 5cm from the edge of the windscreen; damage extending through more than the outer layer of glass and if there is notable delamination of the laminate bonding layer near the stone chip. Excludes stone chips in the solar glass area of the windscreen and Excludes stone chips that affect the Advanced driver-assistance systems (ADAS).