

# ULTRAPLUS SCRATCH & DENT MEMBERSHIP

## TERMS AND CONDITIONS

### Welcome to UltraPlus Scratch & Dent

Thank you for choosing an UltraPlus Scratch & Dent Membership (**UltraPlus Membership**) to help protect your vehicle.

1. This membership is issued by Rohanna Pty Ltd as Trustee for the Skippers Unit Trust ACN 008 905 477 trading as UltraPlus Car Care (**UltraPlus**).

### 2. General

2.1 By obtaining an UltraPlus Membership, you confirm that you have read and understood these Terms and Conditions (**Terms**) and agree to be bound by them for the duration of your UltraPlus Membership.

2.2 When you become a member of UltraPlus, these Terms will govern your relationship with UltraPlus and UltraPlus' affiliates for the duration of your UltraPlus Membership.

### 3. Nature of Membership

3.1 The UltraPlus Membership is not an insurance product or financial product and must not be considered or used to manage any financial risk associated with damage to your Nominated Vehicle.

3.2 UltraPlus' obligations to you under your Membership Agreement are limited to delivering the Services.

3.3 The UltraPlus Membership is not intended to be a substitute or equivalent for your normal motor vehicle insurance policy.

3.4 You acknowledge and agree that UltraPlus and all UltraPlus' 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 UltraPlus Membership is an insurance product.

3.5 Your Membership Agreement does not give you any rights or entitlements as a shareholder of UltraPlus or as a member of any company association or organisation.

### 4. Services

4.1 UltraPlus will provide the following Services under your Membership Agreement:

- (a) Repair Work in relation to Permitted Cosmetic Repairs in respect of your Nominated Vehicle; and
- (b) Inspection and appraisal service in relation to repairs that are not Permitted Cosmetic Repairs.

## **5. Nominated Vehicle**

- 5.1 Unless otherwise specified in these Terms, your UltraPlus Membership does not include repair work on vehicles which are not your Nominated Vehicle.
- 5.2 Your Nominated Vehicle may not be an Excluded Vehicle, and UltraPlus will not approve any Excluded Vehicle as a Nominated Vehicle for your Membership Agreement.

## **6. Other Work**

- 6.1 At your request, UltraPlus may, at its discretion, provide a Repair Quotes for Repair Work on other vehicles that are owned by you or by a family member which are not your Nominated Vehicle.
- 6.2 UltraPlus will not be under any obligation to provide a Repair Quote in respect of a vehicle which is not your Nominated Vehicle, and you or your family members are not under any obligation to accept any Repair Quote.
- 6.3 If UltraPlus agrees to provide a Repair Quote in respect of a vehicle which is not your Nominated Vehicle, and you accept that Repair Quote, the work will be undertaken as specified in these Terms.

## **7. Fees**

- 7.1 You must pay the Membership Fee when applying for an UltraPlus Membership.
- 7.2 Any payments by you to UltraPlus of any amounts under these Terms via credit card will incur an additional credit card fee.

## **8. Pre-Qualification Inspection**

- 8.1 Approval of your vehicle as a Nominated Vehicle for your Membership Agreement may be conditional upon a prior inspection of your Vehicle by an Approved Inspector or a Distributor to ascertain its condition (**Pre-Qualification Inspection**) if specified in the Membership Schedule.
- 8.2 If the Pre-Qualification Inspection identifies any existing damage to your Nominated Vehicle (**Pre-Existing Damage**), UltraPlus may approve your Nominated Vehicle, at its discretion, for an UltraPlus Membership. However, any Pre-Existing Damage will not be treated as a Permitted Cosmetic Repair and will be excluded from the Services under the UltraPlus Membership.

## **9. Membership Qualification**

- 9.1 Whether or not your Nominated Vehicle is approved for an UltraPlus Membership is determined by UltraPlus at its discretion.
- 9.2 If your Vehicle is not approved for an UltraPlus Membership, UltraPlus will refund any Membership Fee already paid.

## 10. Membership Types

UltraPlus offers one type of Membership Types:

Membership Type	Membership Criteria
Diamond Membership	For new and pre-owned passenger vehicles that are purchased from a John Hughes or Carz4U dealership.
Gold Membership	For new and pre-owned passenger vehicles that are purchased from dealerships other than John Hughes or Carz4U  All pre-owned and demo vehicles are subject to a Pre-Qualification Inspection

Your Membership Type will be determined by UltraPlus depending on your Nominated Vehicle and whether it meets the membership criteria and will be noted in the Membership Schedule.

## 11. Transfer of Membership

- 11.1 Your Membership is personal to you and cannot be transferred to any other person. We will only provide the Services in respect of your Nominated Vehicle while you are the registered owner of the vehicle. Your Membership will automatically terminate if you sell or transfer the Nominated Vehicle to another person.
- 11.2 If your Membership Type is a Diamond Membership, UltraPlus may at its discretion agree to transfer your UltraPlus Membership to another vehicle for the remaining term of your Membership Agreement if that vehicle meets the membership criteria for a Diamond Membership and you pay a Transfer Fee. UltraPlus' approval of a membership transfer may be conditional upon an inspection of the vehicle by an Approved Inspector or a Distributor.

## 12. Termination of Membership

Your UltraPlus Membership will end on the Termination Date set out in the Membership Schedule unless your UltraPlus Membership is cancelled earlier in accordance with these Terms.

## 13. Cancellation of your UltraPlus Membership by UltraPlus

- 13.1 UltraPlus may cancel your UltraPlus Membership at any time during the term of your Membership Agreement if:
- (a) you do not pay any amount due to UltraPlus under your Membership Agreement by the due date for payment and that amount has been overdue for more than 14 days;
  - (b) you have provided UltraPlus with information about your Nominated Vehicle that is materially incorrect or misleading; and/or

- (c) UltraPlus reasonably believes that you have acted in a way that is abusive or threatening to any UltraPlus employee, Distributor or Technician.

13.2 If UltraPlus cancels your UltraPlus Membership under this clause 12, UltraPlus will provide you with not less than 30 days written notice of the cancellation. You will not be entitled to any refund of any Membership Fee already paid. UltraPlus may still recover any Repair Fees you owe under any Repair Contract.

#### **14. Cancellation of your UltraPlus Membership by you**

14.1 A Cooling-Off Period of seven days from the Commencement Date applies to your UltraPlus Membership, during which you may cancel your UltraPlus Membership at any time. If you cancel your UltraPlus Membership during the Cooling-Off Period, your Membership Fee will be refunded to you in full. You may cancel your UltraPlus Membership during the Cooling-Off Period by notifying UltraPlus in writing.

14.2 You may cancel your UltraPlus Membership at any time outside the Cooling-Off Period by giving UltraPlus not less than 30 days written notice. Subject to clause 14.3, if you cancel your Membership outside the Cooling-Off Period, your Membership Fee will not be refunded to you.

14.3 If:

- (a) the price of Permitted Cosmetic Repairs as published by UltraPlus on its website is increased by UltraPlus by more than 50% over the current term of your Membership Agreement;
- (b) two or more categories of Permitted Cosmetic Repair which were included at the time you paid your Membership Fee for the current term of your Membership Agreement are removed and no additional repair types are added; or
- (c) UltraPlus varies the terms of your Membership Agreement in such a way as to cause you a material adverse impact, such as a substantial reduction in the value of your UltraPlus Membership, without providing any corresponding benefit,

You may request to cancel your Membership immediately by notifying UltraPlus in writing. You must send proof of the purchase of your UltraPlus Membership (clearly showing the purchase price paid) to [scratchanddent@ultragroup.com.au](mailto:scratchanddent@ultragroup.com.au).

14.4 If you request to cancel your Membership under clause 14.3, UltraPlus will notify you within 14 days whether your request has been approved. If approved, you may be required to pay an Administration Fee, and UltraPlus will then issue you with a pro-rata refund of your Membership Fee (being the proportion of your Membership Fee which represents the unexpired portion of the term of your Membership Agreement calculated from the day after cancellation).

#### **15. Vehicle Repairs**

This clause 15 sets out the terms and conditions that apply each time you request UltraPlus to repair your Nominated Vehicle during the term of your Membership Agreement.

##### **15.1 Requesting a Repair Quote**

- (a) A request for a Repair Quote must be made within 30 days from the damage occurring.
- (b) To request a Repair Quote you must take a photo of the damaged area of your Nominated Vehicle and submit it to UltraPlus for assessment by:
  - (i) submitting a form via the UltraPlus Scratch & Dent website at [www.ultragroup.com.au](http://www.ultragroup.com.au);
  - (ii) phoning the UltraPlus customer service number (08) 9415 0020 and following the procedures the call centre explains; or
  - (iii) emailing [sdclaims@ultragroup.com.au](mailto:sdclaims@ultragroup.com.au)
- (c) You may not request a Repair Quote during the Cooling-Off Period.

## 15.2 Assessment of the Repairs

- (a) UltraPlus' pricing for repairs (including Permitted Cosmetic Repairs) is not fixed and may vary from time to time. UltraPlus may also change its definition of or specifications for Permitted Cosmetic Repairs (for example, as new processes or technologies become available). For these reasons, all repairs are subject to assessment and quote by a Technician before a Repair Contract is made.
- (b) A Technician will determine whether the damage to your Nominated Vehicle is a Permitted Cosmetic Repair, and if it is covered by your UltraPlus Membership.
- (c) Repair Quotes provided by UltraPlus for Permitted Cosmetic Repairs will reflect the current pricing and specifications published on the member's page on UltraPlus' website as at the date of your request.
- (d) UltraPlus is not obliged to provide you with a Repair Quote to perform Repair Work if UltraPlus reasonably believes that:
  - (i) the repair is not a Permitted Cosmetic Repair;
  - (ii) the type of damage or repair to your Nominated Vehicle is specifically excluded and is not covered by your UltraPlus Membership (see clause 15.5); or
  - (iii) you are in breach of your Membership Agreement.
- (e) UltraPlus will assess each repair on its merits and decide if it is able to provide a Repair Quote.
- (f) UltraPlus may from time to time, at its discretion, provide a Repair Quote for repairs other than Permitted Cosmetic Repairs.
- (g) A Repair Quote will comprise a statement of the Repair Work to be performed, including setting out details of any Permitted Cosmetic Repairs, the Repair Fee to be charged, and any other details that the Technician considers appropriate.

## 15.3 Repair Contract

- (a) UltraPlus is not obliged to perform any repairs to your Nominated Vehicle until you have first accepted the Repair Quote and agreed to pay the Repair Fee. Once you accept the Repair Quote and agree to pay the Repair Fee, a Repair Contract will be entered into between you and UltraPlus.
- (b) 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.

#### **15.4 Performing the Repair**

- (a) Once you have accepted a Repair Quote, UltraPlus will organise with you a mutually agreed time to undertake any Repair Work required which will be between the hours of 9am and 4pm, Monday to Friday (excluding Public Holidays)
- (b) The location of the Repair Work will either be at a Suitable Repair Area within the Service Area or at UltraPlus' Repair Centre (at UltraPlus' discretion). You must deliver the Nominated Vehicle to the location where the work will be performed as required at your cost.
- (c) If UltraPlus elects to perform the Repair Work at a Suitable Repair Area within the Service Area, you must provide the Technician with space to conduct the work on a private property.
- (d) UltraPlus may refuse to perform the Repair Work at the agreed time if at the time:
  - (i) you do not provide the Technician with a Suitable Repair Area;
  - (ii) your Nominated Vehicle is unattended when the Technician arrives; or
  - (iii) you do not deliver your Nominated Vehicle to a Repair Centre when required by UltraPlus.
- (e) UltraPlus will endeavour to perform the Repair Work within 30 days of receipt of your request for a Repair Quote (subject to you accepting any Repair Quote).

#### **15.5 Specific Repairs Excluded**

In addition to the excluded items listed in the Repair Information Table, the following types of damage and repairs to your Nominated Vehicle are specifically excluded and are not covered by your UltraPlus Membership:

- (a) structural damage, including structural damage to body work, trim, mirror casings and wheels;
- (b) damage to mouldings that are not colour coded;
- (c) damage to chrome, metal effect or textured mouldings;
- (d) damage to body wraps, stickers or decals;
- (e) damage to any area that is matte, special effect or illusion coloured paintwork;

- (f) damage to replacement parts that are not genuine parts from the manufacturer of the Nominated Vehicle;
- (g) any replacement parts and trimmings;
- (h) reapplications of any paint protection system on the Nominated Vehicle;
- (i) repair of rust damage or hail damage;
- (j) repairs exceeding the size limitations as set out under the Repairs Information Table; and
- (k) Pre-Existing Damage.

## **16. Warranties and Indemnities**

- 16.1 You warrant to UltraPlus 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 UltraPlus against any claim, loss or damage arising from your failure to provide a safe work environment.
- 16.2 UltraPlus warrants all its workmanship to be free from defect or faulty workmanship for the period of your ownership of the Nominated Vehicle. UltraPlus will make good any defective or faulty workmanship if the defect or damage is attributable to faulty workmanship by UltraPlus.
- 16.3 Subject to any contrary provisions in consumer protection legislation, the following provisions apply when determining UltraPlus' liability under any warranty:
- (a) UltraPlus keeps photographic and other records of its work performed. You agree that UltraPlus may rely on these to determine the validity of any warranty claim by you in respect of the Nominated Vehicle;
  - (b) UltraPlus is not liable to rectify or repair any damage or deterioration in the general condition of the Nominated Vehicle as a result of normal ageing or usage wear and tear or exposure to the elements and you agree not to make any such claim;
  - (c) UltraPlus is not liable for any alleged loss in value of the Nominated Vehicle or other consequential damage or loss as a result of any alleged faulty workmanship and you agree not to make any such claim;
  - (d) You acknowledge and agree that UltraPlus is not liable to repair any damage to the Nominated Vehicle, or subsequent damage to any Repair Work performed by UltraPlus, 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.
  - (e) You acknowledge and agree that the Repair Work performed by UltraPlus or its representatives is repair of a cosmetic nature, and UltraPlus 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 deep scrapes and chips may still be slightly visible on your paint finish.

## **17. Making changes to the Membership Agreement**

- 17.1 UltraPlus may at any time vary your Membership Agreement (including these Terms).
- 17.2 UltraPlus will provide at least seven days written notice of any changes to your Membership Agreement (including these Terms), including by publishing the changes on the UltraPlus website and/or by publishing or issuing to you a new booklet setting out the Terms.
- 17.3 If you are not satisfied with any change to your Membership Agreement (including these Terms), you may cancel your UltraPlus Membership in accordance with clause 14.

## **18. Miscellaneous**

- 18.1 UltraPlus' Privacy Policy governs how UltraPlus collects, uses, discloses and stores your personal information. You agree that we may collect, use and disclose any information you provide in accordance with UltraPlus' Privacy Policy.
- 18.2 Each provision of these Terms can be separated. If any provision is invalid or unenforceable, it may be read down or modified or deleted as required to give effect to the agreement.
- 18.3 These Terms are governed by and must be construed in accordance with the laws of Western Australia and any claim made by one party against the other in any way arising out of any agreements will be heard in Western Australia and the parties submit to the exclusive jurisdiction of those Courts.

## **19. Definitions and Interpretation**

### **19.1 Interpretation**

In these Terms, unless a contrary intention appears:

- (a) the singular denotes the plural and vice versa;
- (b) a person includes an individual, a body corporate and government;
- (c) a reference to a time of day means that time of day in the state of Western Australia;
- (d) headings are for ease of reference only and not to assist interpretation; and
- (e) the use of the word 'includes' or 'including' is not to be taken as limiting the meaning of the words preceding it.

### **19.2 Definitions**

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

**Administration Fee** means a fee of \$30 or such other revised administration fee as may be notified by UltraPlus from time to time which is payable by you in the event that you cancel your membership under clause 14.3.



**Approved Inspector** means an automotive professional who UltraPlus appoints to inspect your Vehicle to assess if the Vehicle qualifies for a particular Membership program.

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

**Cooling-Off Period** means a period of seven days from the Commencement Date.

**Distributor** means persons or entities approved by UltraPlus who are authorised to provide a membership to you.

**Excluded Vehicle** means a vehicle that is used in any way, shape or form, for any of the following uses:

- (a) as a taxi, ride share, rental, hire car or any other use relating to the carriage of passengers for a fee or some type of reward;
- (b) as a courier or to transport tools of trade or other tools for commercial work;
- (c) in any public service capacity, including (but not limited to) as a military vehicle, police vehicle or as an ambulance;
- (d) as a vehicle for driving instruction purposes;
- (e) 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
- (f) where a vehicle is predominantly used for off road purposes.

**Membership Agreement** means the agreement between you and UltraPlus under which UltraPlus provides the UltraPlus Membership to you which is subject to these Terms.

**Membership Fee** means the fee you pay on first entering into a Membership Agreement and/or on renewal of your Membership for a further term.

**Membership Schedule** means the schedule to your Membership Agreement which sets out the particular details of your membership.

**Membership Type** means the UltraPlus Membership that you hold, as specified in the Membership Schedule.

**Nominated Vehicle** means the vehicle specified in the Membership Schedule which is approved by us for an UltraPlus Membership.

**Permitted Cosmetic 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-Existing Damage** has the meaning given in clause 8.2.

**Pre-Qualification Inspection** has the meaning given in clause 8.1.

**Privacy Policy** means the privacy policy of UltraPlus published on the UltraPlus website at [www.ultragroup.com.au](http://www.ultragroup.com.au) as amended from time to time.

**Repair Contract** means the contract for Repair Work which is formed once you accept the Repair Quote and agree to pay the Repair Fee.

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

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

**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 UltraPlus and the Repair Fee to be paid.

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

**Service Area** means the geographic area in which repairs to the Nominated Vehicle under your Membership may be performed. Unless otherwise agreed by UltraPlus, the Service Area is limited to your postcode address within the greater metropolitan area of Perth or other such area as published from time to time on the UltraPlus website.

**Services** means the services we provide as part of an UltraPlus Membership as specified in clause 3.

**Suitable Repair Area** means a work area with a minimum clearance of two metres around the Nominated Vehicle to perform the Repair Work with access to a source of electricity available within 25 metres of the Nominated Vehicle, as determined by the Technician. Public roadways and underground car parks do not constitute a suitable workspace.

**UltraPlus** means UltraPlus Car Care.

**UltraPlus Membership** means the UltraPlus Scratch & Dent membership provided by UltraPlus to you whereby UltraPlus provides the Services to you in accordance with these Terms.

**UltraPlus Repair Centre** means the workshop location of UltraPlus which is 175 Welshpool Rd, Welshpool WA 6106.

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

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

**Transfer Fee** means \$30.00 or any other higher amount as advised by UltraPlus.

## Annexure A

### REPAIR INFORMATION TABLE

Repair Type	Repair Description
<b>Bumper Bar Scratch or Scrape</b>	Repair one scratch or scrape that is 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)
<b>Deep Scratch or Dent on metal panels</b>	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. Excludes scratches that have dented the style line - refer Cosmetic Touch Ups below for paint damage that is 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 Permitted Cosmetic Repair and is excluded.
<b>Side Mirror Scratch or Scrape</b>	Repair and paint scratches or scuffs on side mirror casing. (Excludes chrome finished casings, lights and indicator lenses).
<b>Surface Scratches or Marks</b>	Repair surface scratches on up to 4 panels that have not cut through the clear coat using professional cutting compounds and process.
<b>Body Pressure Dents</b>	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).
<b>Alloy Wheel Scrapes or Scuffs</b>	<p>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 and Mirror finished wheels, damage to the pin strip area on pin stripe wheels and deep gouges where in the opinion of UltraPlus the integrity of the wheel is compromised). If in the opinion of UltraPlus 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.</p> <p>By electing to accept UltraPlus 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>
<b>Cosmetic Touch Ups</b>	Repair cosmetically up to 20 stone chips up to 3mm 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).
<b>Body Kit Scratch or Scrape</b>	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.
<b>Interior Tears</b>	Repair one tear or scratch in leather and vinyl seats and arm rests up to 80mm in length and 5cm in width. Scratch repairs on perforated seats may still be visible. (Excludes wear and tear, parted seams or damage to instrumental panel, headliner, steering wheel, middle consoles, pedals, dashboard and plastic or leather gear shift).
<b>Windscreen Chip or Crack</b>	Repair a single stone chip on the front windscreen, up to a maximum diameter each of 5mm in the Critical Vision Area and 20mm outside the Critical Vision Area. (Excludes stone chips that affect ADAS systems, repairs where there have been a total of 5 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).