



Scratch & Dent
Commercial Terms

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TERMS AND CONDITIONS FOR COMMERCIAL VEHICLES

Welcome to Schmick Scratch and Dent Assist

Schmick Car Care Club Pty Ltd ABN 77 139 891 679 (Schmick) is a specialist repairer at the forefront of mobile repair know-how and technologies used to maintain the cosmetic appearance of your Vehicle.

Schmick combines its expertise and know-how in these repair technologies with the capabilities and experience of Schmick's qualified technicians to provide high quality cost effective repair solutions at maximum convenience to you.

Schmick's focus is on fixing the common kinds of scratches scrapes and dents that your Vehicle is typically exposed to through everyday motoring and that if left unattended over time will detract from the cosmetic appearance of your Vehicle.

This Booklet

This booklet sets out Schmick's Terms and Conditions for Commercial Vehicles and is designed to help you make the most of your Scratch and Dent Assist Membership by providing you with an easy to read explanation of your Membership benefits and obligations, the procedures for accessing Schmick's repair services and the details of the Repair Contract that will apply should you require a repair. The booklet is set out in four parts:

- Part One sets out the terms and conditions that apply to your Scratch and Dent Assist (Commercial) Membership Agreement.
- Part Two sets out Schmick's procedures for dealing with requests for repairs and the terms and conditions of the pro-forma Repair Contract that will apply.
- Part Three sets out terms and conditions that are common to both your Scratch and Dent Assist (Commercial) Membership Agreement and to the pro-forma Repair Contract to avoid repetition.
- Part Four is a Glossary of terms used throughout this booklet that apply to both the Scratch and Dent Assist (Commercial) Membership Agreement and the Repair Contract.

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

Please note that Schmick offers a minor repairs service for a low repair fee for its members. Membership is not a substitute for any type of motor vehicle insurance.

PART ONE

Schmick Scratch and Dent Assist (Commercial) Membership Agreement

1. Membership Benefits
 - 1.1 Your Membership of Schmick Scratch and Dent Assist (Commercial) entitles you to the Membership Benefits relating to your particular Membership Program subject to you also complying with your obligations under this agreement.
 - 1.2 As a Member you will also 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 agreement.
 - 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.
 - 2) Exclusive access to and use of Schmick's repair request procedures:
 1. On-line via the members' page on the Schmick website;
 2. On-line via the member-exclusive Schmick mobile application; or via
 3. The Schmick national number;
 - 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;
 - 4) No limits on the number of times you can request Repair Quotes for Minor Cosmetic Repairs;
 - 5) Up to two (2) repairs per month for Minor Cosmetic Repairs performed subject to you accepting Schmick Repair Quotes;
 - 6) In addition to the normal Statutory Warranties, Schmick's Warranties in relation to any repair work that Schmick performs;
 - 7) Schmick's free inspection and appraisal service in relation to repairs that are not Minor Cosmetic Repairs;
 - 8) General car care advice and tips on the Schmick web site to maintain the cosmetic appearance and condition of your Vehicle.
 - 9) Other Membership benefits from time to time including third party discounts published on Schmick's web site.
2. Nature of Membership Agreement
 - 2.1 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 – Schmick's Assessment and Quoting Process and Pro-Forma Repair Contract.
 - 2.2 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.
 - 2.3 Your Membership Agreement is not intended to substitute for your normal motor vehicle insurance policy or a risk cover for financial risks or loss associated with damage being occasioned to your Vehicle.
 - 2.4 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.
3. When your Membership starts
 - 3.1 Your Membership starts on the date set out in your Membership Program and subject to receipt of payment of the Membership Fee and to you providing the required information about you and your Nominated Vehicle so that Schmick can register it for your Membership Program:
 - 1) You must provide accurate details about you and your Vehicle for Schmick to register your Vehicle as a Nominated Vehicle;
 - 2) To maintain the integrity Schmick's Scratch and Dent Assist (Commercial) Schmick reserves the right to reject any Vehicle for registration without giving any reason for doing so;
 - 3) If Schmick rejects your Vehicle Schmick will return your Membership Fee without deduction.

4. Membership Fees

4.1 You must pay the Membership Fee when applying for the selected Membership Program. Under some Membership Programs acceptance of your Vehicle as a Nominated Vehicle for membership in the selected Membership Program may be subject to Pre-Qualification:

- 1) Schmick may require an inspection of your Vehicle by an Approved Inspector to ascertain its condition;
- 2) Where applicable this requirement for an inspection will be set out in the Membership Program Schedule;
- 3) The Approved Inspectors decision whether Schmick will accept your Vehicle for registration as a Nominated Vehicle is final;
- 4) If your Vehicle is not accepted for a particular Membership Program, Schmick will refund your Membership Fee.

5. Membership Renewals

5.1 You may renew your Membership for your Nominated Vehicle for a further Term of twelve (12) to forty eight (48) months subject to the following:

- 1) You must pay the Membership Fee applicable for the new term. The due date for renewal of a Membership Program is by no later than the End Date for the Term plus twenty one (21) days;
- 2) The renewal of the Membership is not automatic and it is your responsibility to ensure that you renew the Membership for your Nominated Vehicle on or before the End Date;
- 3) Though it may elect to do so, Schmick is not obliged to provide reminders to you to renew the Membership;
- 4) If you renew the Membership before the End Date then the Waiting Period will not apply to the renewed Agreement;
- 5) If you do not renew your Membership for the Nominated Vehicle before the End Date then your Membership will lapse and your Nominated Vehicle may be excluded from any future participation under any Membership Program;
- 6) At its sole discretion, and subject to further Pre-Qualification (as Schmick may require), Schmick may allow you to reinstate your Membership for the Nominated Vehicle despite your failure to renew this Membership but only if this Membership has not lapsed for more than four (4) weeks after the End Date.
- 7) If Schmick agrees to reinstate your Membership for the Nominated Vehicle after it has lapsed then the Waiting Period will apply to any repairs you request. You will also have to pay Annual Fees at the applicable current rate.
- 8) If this Membership is not renewed before the End Date or within the period of four (4) weeks after the End Date then Schmick will not be obliged to accept your Vehicle for any Membership Program.

6. Conditions of Membership

6.1 In order to qualify for the Schmick Commercial 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, it must have been no more than 5 years since initial registration of the Nominated Vehicle, and must not have sustained any damage existing prior to the commencement of this agreement.

6.2 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.

6.3 If any information you have provided about your Vehicle proves to be incomplete or inaccurate Schmick may do as follows:

1. End this agreement (in which case all Schmick's obligations under this agreement will cease); and
2. Refuse to provide any Repair Quotes or enter into any Repair Contracts.

7. Cancellation and Refund

7.1 At any time up until the expiry of the Waiting Period and providing a Repair Contract has not been entered into in respect of your Nominated Vehicle, you may cancel your Membership and request a full refund of your Membership Fee if you notify Schmick in writing of your cancellation, upon which this agreement will come to an end when Schmick accepts your cancellation.

7.2 After the expiry of the Waiting Period, you may cancel your Membership at any other time but you cannot get a refund of your Membership Fee.

8. Confirmation of Agreement

8.1 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 of both the Schmick Scratch and Dent Assist (Commercial) Membership Agreement and Schmick's Assessment and Quoting Process and Pro-Forma Repair Contract contained in this booklet.

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 to a replacement 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.
- 9.2 Transfer of Ownership: Your Membership is personal to you it cannot be transferred to any 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.

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 upon request by you.

11. Ending of this Agreement

- 11.1 Schmick may suspend all entitlements under any Membership Program for your Nominated Vehicle and may refuse to provide Repair Quotes and for so long as you owe any money to Schmick;
- 11.2 Schmick may end its agreement by written notice to take effect immediately on the date of the notice:
1. If you fail to make payment of Repair Fees or decline to make such payment within seven (7) days of a demand;
 2. If you owe any other money to Schmick for more than thirty (30) days;
 3. If any information you provide about you or your Nominated Vehicle is inaccurate or untrue.
- 11.3 If Schmick ends the agreement all obligations and liabilities of Schmick to you under your Membership Program will end. Schmick may still recover any Repair Fees you owe under any Repair Contract.
- 11.4 Subject to your right to cancel your agreement with Schmick in the Waiting Period, you may also end the agreement at any time during the Term by giving Schmick thirty (30) day's prior notice in writing but you must pay any money outstanding to Schmick for Repair Fees and you will not be entitled to a refund of any Joining Fee or Annual Fee.

PART TWO

Schmick's Assessment and Quoting Process and Pro-Forma Repair Contract

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 A request for a Repair Quote must be done within thirty (30) days from the damage occurring;
 - 1.3 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;
 - 1.4 You must then submit each photo to Schmick together with your membership details related to your Nominated Vehicle;
 - 1.5 You may submit the photos and your membership details as follows:
 1. On-line through Schmick's mobile application;
 2. On-line through the Member's page of the Schmick web site (by following the procedures set out); or
 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. For these reasons all repairs are subject to assessment and quote by a Schmick technician before a Repair Contract is made.
 - 2.2 To preserve the quality and integrity of Schmick's Membership Programs Schmick may also decline to provide a Repair Quote or perform repairs for any other 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.
 - 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 final.
 - 2.4 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.
 - 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 endeavor to process requests for Minor Cosmetic Repairs and perform those repairs within thirty (30) 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.
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 4pm, 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 Statutory warranties – Schmick acknowledges that certain consumer protection legislation implies conditions or warranties into contracts for the supply of goods or services to consumers that cannot be excluded. For example, if Schmick supplies services under a Repair Contract, Schmick's services come with a non-excludable warranty that they will be provided with due care and skill and are fit for the purpose. Nothing in the Repair Contract is intended to exclude or restrict the application of such laws.
- 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.
- 5.3 Limitations on Schmick warranties – Subject to any contrary provision in consumer protection legislation the following provisions to determine Schmick's liability under any warranty
 - 1) Schmick keeps photographic and other records of its work performed and you agree that Schmick may rely on its photographic and other records to determine the validity of any warranty claim by you in respect of the Nominated Vehicle;
 - 2) Schmick is only liable to make good faulty workmanship attributable to Schmick's services and repairs and you agree that Schmick is not required to make good the faulty workmanship performed by third parties;
 - 3) Schmick 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;
 - 4) Schmick is not liable to rectify or repair 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 you agree not to make any such claim;
 - 5) Schmick is not liable to rectify or repair subsequent damage or deterioration to any particular repair that Schmick has 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

Terms and conditions applicable to both Scratch and Dent Assist (Commercial) Agreement and the Repair Contract

1. Making changes to the General Terms and Conditions
 - 1.1 Schmick may from time to time make changes to the Terms and Conditions for Commercial Vehicles in accordance with the following provisions:
 - 1) Changes may relate to the character nature or extent of Membership benefits under your particular Membership Program;
 - 2) Changes may relate to the type, range, description, specifications of repairs or other services and indicative or actual prices for repairs;
 - 3) Changes may relate to any provision of the Scratch and Dent Assist (Commercial) 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 Schmicks' service offering or business practices and procedures; for example by the addition of new or expanded services; or the introduction of new repair technologies, practices or processes; and at 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 web site 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 be deemed to take effect seven (7) days after the date of publication of the changes on the Schmick web site.
 - 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 web site.
2. Definitions, Interpretation and Governing Law
 - 2.1 Capitalised expressions set out in the Glossary of Terms have the meanings ascribed to them unless a contrary intention is evident.
 - 2.2 Unless the context otherwise requires words importing the singular include the plural and vice versa and words of one gender include all other genders.
 - 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 any agreement.
 - 2.4 Each provision of each agreement can be separated. If any provision is invalid or unenforceable it may read down modified or deleted as required to give effect to the agreement.
 - 2.5 All agreements 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 in any way arising out of any agreements will be heard in Victoria and the parties submit to the exclusive jurisdiction of those Courts.

PART FOUR

Glossary of Terms

Authorised Dealer – means a registered motor car dealer approved of by Schmick authorized 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 may appoint to inspect your Vehicle to assess if the Vehicle qualifies for a particular Membership Program;

Commercial Vehicle – means a commercial motor vehicle with a gross vehicle mass exceeding 3,500 kg that is used solely for social, domestic, pleasure and business purposes;

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

General Terms and Conditions – means this booklet comprising the Schmick Scratch and Dent Assist (Commercial) Membership Agreement and Schmick’s Assessment and Quoting Process and Pro-Forma Repair Contract and all their parts and includes any up-dates, 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 web site;

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

Joining Fee – means the payment you make when first entering this Agreement;

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 and Dent Assist (Commercial) Membership Agreement and Membership Agreement refers to that agreement;

Membership Benefits – means the benefits set out in PART ONE of the Schmick Scratch and Dent Assist (Commercial) Membership Agreement;

Membership Fee – means the payment you make in respect of your Nominated Vehicle which may be on first joining a Membership Program and/or on renewal of you Membership for a further Term. This payment may consist of a once off Joining Fee and an annual fee combined or may be a separate annual fee depending on your particular Membership Program;

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

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 developed by Schmick from time to time where each service described below relates to an individual repair:

Minor Cosmetic Repairs Table

Repair type	Repair Description
Bumper Bar Scratch or Scrape	Repair one scratch or scrape up to 500mm in size and 20mm in depth by reshaping, fine filling, flattening, base coat, colour match, respraying and blending. (Excludes internal structural damage and damage to lights and decals and all metal bumper bars)
Deep Scratch and / 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 flattening, fine filling, base coat, colour match, respraying & blending. (damage must be contained to one panel and excludes dents that have damaged the style line – refer Cosmetic Touch Ups for paint damage less than 3mm. Expressly excludes bonnet, roof and boot lid.)
Surface Scratches	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	Repair one alloy wheel scratch or scrape by repairing damaged area, colour match, respraying and blending. Machine finished wheels may lose the fine machine lines. (Excludes chrome wheels)
Side Mirror Scratch or Scrape	Repair paint scratches or scuffs on side mirror casing by flattening, fine filling, colour match & respraying (excludes chrome finished casings and lights)
Body Kit Scratch or Scrape	Repair one Scratch or Scrape up to 500mm in size on a plastic spoiler, side skirts and bumper strip by fine filling, flattening, base coat, colour match, respraying & blending.
Cosmetic Touch Ups	Cosmetically repair up to 20 stone chips or small deep scratches by colour matching, filling and sealing each chip to prevent corrosion. Damage will still be slightly visible.
Interior tears	Repair one tear in leather and vinyl seats and arm rests up to 80mm in length and 5mm in width (Excludes parted seams, or damage to instrumentation panel, headliner or to steering wheel).

* 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 excludes:

- (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. These include chrome and metal effect and textured plastic mouldings;
- (4) Any replacement parts;
- (5) Repair of rust damage or hail damage;
- (6) Structural damage to bodywork;
- (7) Work that is required to be performed in a workshop or under workshop conditions;

Nominated Vehicle – means the Vehicle you nominate for a Membership Program that you have selected details of which are or will be 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 of Schmick published on the Schmick web site as amended from time to time..

Publication Date – means the date of publication from time to time on the Schmick web site of changes to these General Terms and Conditions;

Repair Contract –means the pro-forma contract set out in in this booklet under the heading PART TWO – Schmick’s Assessment and Quoting Process and Pro-Forma Repair Contract;

Repair Quote – means a quote for repairs in accordance with the procedures set out in this booklet under the heading PART TWO – Schmick’s Assessment and Quoting Process and Pro-Forma Repair Contract;

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 and Dent Assist (Commercial) – the Membership Program that is described in this booklet under the heading PART ONE - – Schmick Scratch and Dent Assist (Commercial) Membership Agreement, PART THREE - Terms and conditions applicable to both Scratch and Dent Assist (Commercial) Membership Agreement and the Repair Contract, 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 and Brisbane or such other area as published from time to time on the Schmick web site;

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;

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 if you renew your Nominated Vehicle’s Membership of a Membership Program;

Waiting Period – means a period of forty-five (45) days from the Start Date unless some other period is set out in the Membership Program Schedule; during which you cannot request repair services from Schmick;