



Minor Damage Repair

Scratch and Dent Assist Membership
Terms and Conditions

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Terms and Conditions for Standard Vehicles

Welcome to Scratch and Dent Assist

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

This document sets out MDR's General Terms and Conditions for Standard Vehicles as follows:

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

If you have any questions about anything contained in these Terms and Conditions please call the MDR Member Service Centre on 1300 946 677.

Part One

Scratch and Dent Assist Membership Agreement

1. Membership Benefits

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

2. Nature of Membership Agreement

- 2.1. MDR's obligations to you under the Membership Agreement are limited to delivering the Membership Benefits and if you want to access MDR's repair services you may only do so in accordance with the procedures set out in Part Two - Repair Services.
- 2.2. MDR 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 Nominated 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 and it is not suitable for the purposes of managing the financial risk associated with damage being occasioned to your Nominated Vehicle or financial loss associated with such damage.
- 2.4. Your Membership Agreement does not confer upon or otherwise give you any rights or entitlements as a shareholder of MDR 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 Schedule subject to the following:
 - 3.1.1. Receipt of payment of the Membership Fee;
 - 3.1.2. You providing accurate details about you and your vehicle so that MDR can register your vehicle as a Nominated Vehicle;
 - 3.1.3. MDR reserves the right to reject any vehicle for registration without giving any reason for doing so; and,
 - 3.1.4. If MDR rejects your vehicle, MDR will return your Membership Fee without deduction, and you will not be registered for nor receive any benefits from the Membership Program.

4. Membership Fees

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

5. Membership Renewals

- 5.1. Memberships cannot be renewed, but you may request to purchase a further Membership for your Nominated Vehicle by contacting the leasing company through which you purchased your original Membership. Any additional period of Membership will be offered at the discretion of the leasing company at its then-current pricing, and will be subject to MDR's approval (including Pre-Qualification of your Nominated Vehicle). If you purchase an additional Membership prior to the expiry of your existing Membership, then no Waiting Period will apply. Otherwise, your new Membership will be subject to the applicable Waiting Period.

6. Conditions of Membership

- 6.1. The following conditions apply to your Membership in order to preserve the high quality of MDR's cosmetic repair services and MDR's reputation and standing for delivering high quality cosmetic repairs:
 - 6.1.1. The Nominated Vehicle must either be new or if it is used it must have been approved by an Authorised Dealer and it must have been no more than 8 years since initial registration of the Nominated Vehicle; and
 - 6.1.2. The Nominated Vehicle must not have sustained any damage existing prior to the commencement of this Membership Agreement, subject to clause 1.3 of Part Two.
- 6.2. You agree to provide complete and accurate information about yourself and your vehicle to any Authorised Person for entry into the MDR 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 in any material respect (in MDR’s reasonable opinion) MDR may do as follows:

6.3.1. End the Membership Agreement (in which case all MDR’s obligations under this agreement will cease); and

6.3.2. Refuse to provide any Repair Quotes or enter into any Repair Contracts.

7. Confirmation of Agreement

By supplying any information or materials to register your Nominated Vehicle for a Membership Program you confirm that you have read understood and agreed to all provisions in these Terms and Conditions, including Part One (Scratch and Dent Assist Membership Agreement), Part Two (Repair Services), Part Three (General Terms) and Part Four (Glossary of Terms).

8. Transfer of Membership

8.1. Replacement Vehicle: If you sell or transfer your Nominated Vehicle, MDR may in its absolute discretion agree to transfer the benefits of the Membership Program once to another Nominated Vehicle, provided that the replacement Nominated Vehicle is not older than the original Nominated Vehicle. The replacement Nominated Vehicle will be subject to Pre-Qualification. MDR will not permit more than one transfer for any Membership.

8.2. Transfer of Ownership: Your Membership is personal to you and it cannot be transferred to any other person. The Membership Benefits apply to your Nominated Vehicle only for so long as you are the registered owner. Your Membership will automatically come to an end if you sell or transfer the Nominated Vehicle unless MDR agrees to transfer the benefits of your Membership Program to another Nominated Vehicle under clause 8.1 above.

9. Information and Privacy

9.1. MDR’s Privacy Policy governs how MDR 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 MDR’s Privacy Policy.

9.2. You consent to providing the information about you and your vehicle to the Authorised Person for the purpose of entering that information into the MDR Sales Portal to apply to have your vehicle accepted by MDR as a Nominated Vehicle for the Membership Program you select.

9.3. For training and quality purposes your phone calls to MDR may be monitored and recorded.

9.4. MDR will provide you with access to and the ability to correct your personal information held by MDR on request by you.

10. Cancellation of Membership Agreement by You

10.1. Subject to clause 10.2, within the first (7) days after the Start Date you may cancel your Membership and request a full refund of your Membership Fee, if you notify MDR in writing of your cancellation prior to the expiry of the 7 day period, in which case this Membership Agreement will come to an end when MDR accepts your cancellation, and MDR will refund your Membership Fee to you.

10.2. Notwithstanding clause 10.1, you will not receive a refund of your Membership Fee if you cancel your Membership and a Repair Contract was entered into in respect of your Nominated Vehicle prior to the notification.

10.3. You may request to cancel any kind of Membership immediately by sending a written notice along with proof of the purchase of your Membership (clearly showing the purchase price paid) to admin@scratchanddentassist.com if:

10.3.1. The price of minor repairs under clause 2.1 of Part Two is increased by MDR by more than 50% over your current Membership Term;

10.3.2. Two or more categories of Minor Cosmetic Repair which were included at the time you paid your Membership Fee for the current Term, are removed under clause 2.1 of Part Two (and no additional repair types are added); or

- 10.3.3. MDR modifies the terms of this Membership Agreement under clause 1.1-1.2 of Part Three unfairly and in such a way as to cause you a material adverse impact, such as a substantial reduction in the value of your Membership, without providing any corresponding benefit.
- 10.4. If you make a request under clause 10.3 we will confirm within 14 days whether your request has been approved. If your request is approved, then subject to you paying the Administration Fee, MDR will issue you with a pro-rata refund of your paid-up Membership Fee for the current term (being the proportion of your Membership Fee which represents the unexpired portion of the Term of your Membership calculated from the day after cancellation).

11. Cancellation of Membership Agreement by MDR

- 11.1. MDR may suspend all entitlements under any Membership Program for your Nominated Vehicle and may refuse to provide Repair Quotes for so long as you owe any money to MDR.
- 11.2. MDR may end its Membership Agreement by written notice to take effect immediately on the date of the notice:
 - 11.2.1. If you fail to make payment of Repair Fees or decline to make such payment within seven (7) days of a demand;
 - 11.2.2. If you owe any other money to MDR for more than thirty (30) days;
 - 11.2.3. If any information you provide about you or your Nominated Vehicle is, in MDR's reasonable opinion, inaccurate or incomplete in any material respect or is intentionally untrue or misleading;
 - 11.2.4. If MDR believes, in its absolute discretion, you (or your representative) are acting in a threatening or abusive manner.
- 11.3. If MDR ends the Membership Agreement, all obligations and liabilities of MDR to you under your Membership Program will end. You will not be entitled to any refund of Membership fees already paid. MDR may still recover any Repair Fees you owe under any Repair Contract.

Part Two

Repair Services

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

1. Requesting a Repair Quote

- 1.1. The Waiting Period under your particular Membership Program applies before you can request a Repair Quote for your Nominated Vehicle.
- 1.2. To request a Repair Quote you must first take a separate photo of each area of damage to your Nominated Vehicle for which you request a repair. You must then submit each photo to MDR together with your membership details related to your Nominated Vehicle. You may submit the photos and your membership details as follows:
 - 1.2.1. On-line through Schmick's mobile application;
 - 1.2.2. On-line through the Member's page of the Schmick web site (by following the procedures set out); or
 - 1.2.3. By calling 1300 946 677 and by following the procedures the call centre explains.
- 1.3. At the end of the Waiting Period, you may request a Repair Quote for a maximum of one Minor Cosmetic Repair in relation to damage which existed prior to the commencement of this Membership Agreement or which occurred within the Waiting Period. Otherwise, you may only request a Repair Quote in relation to damage to your Nominated Vehicle which occurred after the end of the Waiting Period.

2. MDR's Assessment Process

- 2.1. MDR's pricing for repairs including Minor Cosmetic Repairs is not fixed and may vary up or down from time to time. MDR may also change its definition of or specifications for Minor Cosmetic Repairs, for example, as new technologies and processes become available. All repairs are subject to assessment and quote by a MDR technician before a Repair Contract is made.
- 2.2. MDR may decline to provide a Repair Quote or perform repairs for any reason. For example, without limitation, if a MDR technician is of the opinion that the repair is not a Minor Cosmetic Repair or if there is structural damage to your Nominated Vehicle or if you are in breach of your Membership Agreement, MDR may decline to provide a Repair Quote or perform a repair.
- 2.3. Subject to clauses 2.1 and 2.2, MDR 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 MDR on whether to provide a Repair Quote is in its absolute discretion and final.
- 2.4. Repair Quotes provided by MDR for Minor Cosmetic Repairs will reflect the current pricing and specifications published on www.mdrmemberships.com.au as at the date of your request.
- 2.5. At MDR's sole discretion, MDR 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 MDR technician.
- 2.6. MDR 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 MDR is able to attend to your request.

- 2.7. MDR'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 MDR's technician considers appropriate. MDR may provide the Repair Quote (and you may accept it) verbally.

3. Repair Contract

- 3.1. You must accept a Repair Quote and agree to pay the Repair Fee in the manner set out in clause 3.4 below for a Repair Contract to come into existence.
- 3.2. For the avoidance of doubt, MDR shall not be legally obliged to perform any repairs to any Nominated Vehicle unless you have first accepted a Repair Quote and a Repair Contract has come into existence.
- 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, MDR will arrange with you a mutually agreed time at a Suitable Work Space within the Service Area or at a specified MDR repair centre, if required by MDR, between the hours of 8.00am and 4.00pm, Monday to Friday, to undertake any repair work required.
- 4.2. Minor Cosmetic Repairs will ordinarily be able to be performed 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 or if your Nominated Vehicle has been brought to a MDR repair centre as required by MDR.
- 4.3. For the avoidance of doubt MDR is not obliged to provide any repairs unless your Nominated Vehicle is within the Service Area and there is a Suitable Work Space, or it has been brought to the repair centre specified by MDR, even if you have accepted a Repair Quote.
- 4.4. MDR may provide repairs through third party contractors. MDR confirms these contractors are approved by MDR to perform repairs and take payment from you on MDR's behalf. All warranties and guarantees applicable to repairs provided under these Terms and Conditions also apply to repairs performed by MDR's contractors.

5. Warranties

- 5.1. Australian Consumer Law - The benefits to you under clause 5.2 are in addition to the rights and remedies of the consumer under law in relation to the performance of repairs. Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled: (a) to cancel your service contract with us; and (b) a refund for the unused portion, or to compensation for its reduced value. You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.
- 5.2. MDR warranty - MDR warrants all its workmanship to be free from defect or faulty workmanship for the period of your ownership of the Nominated Vehicle. MDR will make good any defective or faulty workmanship if the defect or damage is attributable to faulty workmanship by MDR. To make a warranty claim, please contact us at 1300 946 677. We will direct you to forward photos and a written description of the claimed defect by email or post (at your cost) to us at repairs@scratchanddentassist.com or Level 9, 3 Nexus Court, Mulgrave, Victoria 3170. You are responsible for any costs associated with claiming under this warranty. Our warranty is subject to clause 5.3.
- 5.3. Limitations on MDR warranties - Subject to any non-excludable rights which you may have under the Australian Consumer Law or any other contrary provision in consumer protection legislation the following provisions determine MDR's liability under any warranty:

5.3.1. MDR keeps photographic and other records of our work performed and you agree that it may rely on those photographic and other records to determine the validity of any warranty claim by you in respect of the Nominated Vehicle.

5.3.2. MDR's warranty does not cover:

- (a) Faulty workmanship performed by third parties;
- (b) Any loss in value of the Nominated Vehicle, loss of your time, or vehicle use, or other consequential damage or loss as a result of any faulty workmanship;
- (c) Any damage or deterioration in the general condition of the Nominated Vehicle as a result of normal aging or usage wear and tear or exposure to the elements; and
- (d) Any damage or deterioration to any particular repair that we have made which is as a result of normal aging or usage wear and tear or through exposure to the elements or as a result of further damage being sustained to the repaired section of the Nominated Vehicle.

Part Three

General Terms

1. Making Changes to the Terms and Conditions

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

2. Definitions, Interpretation and Governing Law

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

Part Four

Glossary of Terms

Administration Fee - means a fee of \$25 plus GST or such other revised administration fee as may be notified by MDR from time to time which is payable by you in the event that you cancel your Membership under clause 10.4 of Part One;

Australian Consumer Law - means Schedule 2 of the *Competition and Consumer Act 2010* (Cth);

Authorised Dealer - means a leasing company approved of by MDR authorised to enter your details and the details of your vehicle into the MDR Sales Portal;

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

Approved Inspector - means an auto repairer who MDR appoints to inspect your vehicle to assess if the vehicle qualifies for a particular Membership Program;

End Date - means the last date of the Term of a Membership Program;

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

Membership - means the contractual rights and obligations as between you and MDR as set out in these Terms and Conditions, including under the heading Part One - Scratch and Dent Assist Membership Agreement and **Membership Agreement** refers to that Scratch and Dent Assist Membership Agreement;

Membership Benefits - means the benefits set out in Part One (Scratch and Dent Assist Membership Agreement);

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

Membership Program - means a program comprising of a range of repair services, including any features or benefits designated as being available for your Nominated Vehicle, subject to all terms and conditions in these Terms and Conditions and any additional rules, conditions or constraints that may be set out in the Membership Program Schedule issued to you;

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

Minor Cosmetic Repair - means the repairs available under a particular Membership Program which may include the following or additional or alternative repairs as specified by MDR 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, provided the scratch or scrape is no larger than 500mm and no smaller than 3mm in diameter and no larger than 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). For damage smaller than 3mm refer to Cosmetic Touch Up repair type.
Surface Scratches/Marks	Repair surface scratches on up to 4 panels that have not cut through the clear coat using professional cutting compounds and process.
Body Pressure Dents	Repair of up to two pressure dents on any flat single panel, provided each dent is no larger than 100mm in diameter. (Excludes dents where the paint has been chipped or damaged, dents on style lines and metal folds, or where there is no suitable access to the rear of the dent).
Alloy Wheel Scrapes/Scuffs	<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 finished wheels and deep gouges where in the opinion of MDR the integrity of the wheel is compromised).</p> <p>By electing to accept MDR 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>
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, lights and indicator lenses).
Body Kit Scratch or Scrape	Repair one scratch or scrape, provided the damage is no larger than 500mm in diameter and 20mm in depth, 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, provided the damage is no larger than 3 mm in diameter by colour matching, filling and sealing each chip to prevent corrosion. Damage will still be slightly visible. (Excludes stone chips on vehicles that have 3-layer pearl paintwork).
Interior Tears	Repair one tear in leather, vinyl or fabric seats and arm rests, provided the tear is no larger than 80mm in length and 5mm in width. (Excludes wear and tear parted seams, damage on a seam or stitching, or damage to instrumentation panel, headliner or to steering wheel).
Windscreens	Repair of up to 2 stone chips on front windscreen, provided each stone chip is no larger than 3mm in diameter. (Excludes stone chip damage which renders the vehicle unroadworthy (e.g. damage affecting the primary vision area)).

* Repair Quotes provided by MDR for Minor Cosmetic Repairs will reflect the current pricing and specifications published on www.mdrmemberships.com.au as at the date of your request.

Minor Cosmetic Repairs Specifically Exclude:

1. Any damage that exceeds the size parameters as set out in the repair descriptions under the Cosmetic Repairs table in the Glossary;
2. The replacement of damaged stickers and decals, specialised paintwork and body wraps;
3. Non colour coded vehicle trims and mouldings. These include chrome and metal effect and textured plastic;
4. Any replacement parts and trimmings;
5. Repair of rust damage or hail damage;
6. Structural damage, including without limitation structural damage to the body work, trim mirror casings and wheels;
7. Work that is required to be performed in a workshop or under workshop conditions;

8. Any part of the Nominated Vehicle that has been changed from original equipment manufacturer parts;
9. Damage to any area of the Nominated Vehicle which has (a) matte paintwork, or (b) illusion colour paintwork;

Month - means a calendar month;

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

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

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

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

Repair Quote - means a quote for repairs in accordance with the procedures set out in these Terms and Conditions under the heading Part Two - Repair Services;

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

MDR 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;

MDR Scratch and Dent Assist - the Membership Program that is described in these Terms and Conditions under the heading Part One (Scratch and Dent Assist Membership Agreement) as applicable to your Membership Program identified in your Membership Program Schedule, Part Three (General Terms), and Part Four (Glossary of Terms).

Service Area - means the areas serviced by MDR mobile repairer facilities from time to time, or other addresses as agreed between you and MDR, but does not include areas which are considered inaccessible in MDR's opinion;

Start Date - means the commencement date of the Terms of a Membership Program, which will be set out in the Membership Program Schedule;

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 MDR technician to perform a repair on the Nominated Vehicle. The workspace must provide a minimum of two (2) metres clearance around the vehicle and access to electricity within twenty-five (25) metres from the vehicle. Public roadways and underground car parks do not constitute a suitable workspace;

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

- (a) vehicles used as taxis, rideshare, car rental and hire, tour services, courier work or to transport tools of a trade; and
- (b) "Super cars" including Lamborghini, Ferrari, Maserati, Aston Martin, Rolls Royce, McLaren, Bentley, Bugatti, Porsche (other than Porsche SUVs), and any other vehicle make designated as such by MDR in its absolute discretion, irrespective of the use of the vehicle;

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

Terms and Conditions - means this document comprising the Part One (Scratch and Dent Assist Membership Agreement), Part Two (Repair Services), Part Three (General Terms), and Part Four (Glossary of Terms), and all their parts and includes any updates, addendums, amendment and variation to this document or any of its parts that may be published by MDR from time to time on www.mdrmemberships.com.au or otherwise communicated to you;

Waiting Period - means a period of twenty one (21) days from the Start Date unless some other period is set out in the Membership Program Schedule, and during which period you cannot request repair services from MDR.

Membership Terms & Conditions

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Schmick
Scratch & Dent Assist