



PERFEXION

COSMETIC REPAIR PROGRAM



**TERMS AND CONDITIONS  
AND PRODUCT DISCLOSURE  
STATEMENT**



## MEMBERSHIP TERMS AND CONDITIONS AND PRODUCT DISCLOSURE STATEMENT

### About this document

This document:

- tells you about this Membership to help you decide if the product is right for you and whether to use the financial services provided by Smart Guys, its Representatives and its agents; and
- contains information about the remuneration received by Smart Guys, its Representatives and its agents and other entities involved in the distribution of the product, the services they offer and how any complaint you have is dealt with.

This document was prepared on 12 June 2019 and is authorised for issue by Smart Guys. Any advice provided in this document is general only, does not take into account your individual circumstances and may not be right for you.

You should carefully read this document, and any other documentation we send you to determine if this Membership is appropriate for you. Keep them in a safe place for future reference.

Once you have acquired this Membership, then:

- this document;
  - the Membership Certificate (which sets out details specific to you); and
  - any document which we tell you forms part of the terms and conditions of your Membership,
- will form the Membership Terms and Conditions between you and us.

When you enter into the Membership Terms and Conditions you confirm and warrant that you have read the documents provided to you which make up the Membership Terms and Conditions.

If:

- any information on your Membership Certificate is incorrect or incomplete;
  - you have any further questions regarding the Membership Terms and Conditions; or
  - you have not received any document that forms part of the Membership Terms and Conditions,
- please contact us immediately (our contact details are provided at the back).

### About Smart Guys

This product is issued by Smart Guys Pty Limited (ABN 46 129 708 523 AFSL 460412) (Smart Guys).

Smart Guys is regulated under the Corporations Act 2001 (Cth) and is the holder of an Australian Financial Services Licence (AFS Licence) issued pursuant to that Act. As a holder of an AFS Licence, Smart Guys is regulated by the Australian Securities and Investments Commission.

### About Smart Guys' representatives

If you acquire this Membership through the entity(ies) or person(s) whose name and contact details are provided on your Membership Certificate (or you can ask for these details at any time), that entity(ies) or person(s) is an Authorised Representative of Smart Guys (**Representative**).

The Representative is authorised by Smart Guys to deal in this Program.

In providing the above services the Representative acts on behalf of Smart Guys and not on your behalf.

The Representative is not authorised to provide any advice to you about whether this product is right for your needs.



## Summary of Program Benefits and Exclusions

The following is a limited summary of the significant benefits and risks of your Membership Terms and Conditions only and not a full description of the product.

The benefits provided may be subject to other terms, conditions, exclusions and limitations that are not listed in the summary. Full terms and conditions of the Program (including what Repairs are provided and what repairs are not provided under the Program) are provided in this document. You need to read the Membership Terms and Conditions properly in order to understand how the Program works.

Under the Program, certain Repairs are provided to your Nominated Vehicle during the Membership Term for a Fixed Fee per repair (see "What is and is not provided" section below for the Repairs that are and are not provided under the Program and "Other Exclusions and Limitation of Liability" for further details of the limitations that apply).

The Repairs that are provided under the Program are limited to the Repairs listed under the heading "Repairs provided" in the table below.

## Membership Fee

When you apply for or acquire this Membership we will tell you the Membership Fee that is applicable (if any). The Membership Fee is calculated by the Representative adding an administration fee to the base fee we set. The Membership Fee will be shown on your Membership Certificate.

The Membership Fee you pay also varies depending on the Membership Term that you select. The Membership Term will be shown on your Membership Certificate.

Your Membership Fee will also include amounts that take into account our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. GST) in relation to this Membership. You can ask us for more details if you wish.

## Membership

When your application is accepted, then your Membership will commence retrospectively from the date specified in your Membership Certificate (unless we tell you otherwise) (Commencement Date) and will expire on the date shown on your Membership Certificate (being for the Membership Term) (Expiry Date), unless cancelled earlier in accordance with the Membership Terms and Conditions.

We may, in our absolute discretion, within 21 days of your application for Membership, refuse your application. In which case, the Membership Fee received by us in respect of your application (if any) will be returned to you.

We may cancel or suspend your Membership if:

- we believe, in our absolute discretion, you are acting in a threatening or abusive manner towards us; or
- you owe us money that has been outstanding for no less than 14 days.

## Repairs

In consideration for the payment of the Membership Fee, you are entitled to Repairs to your Nominated Vehicle during the Membership Term within the Service Areas and Service Times for a Fixed Fee. These Repairs are set out in the "What is and is not provided" section below. There are no limits to the number of times you can obtain a Repair during the Membership Term.

You may also be entitled to Additional Repairs at a discounted fee, on terms and conditions prescribed by us (in our absolute discretion) from time to time.



In the event you require a Repair, you must take a photograph of each area of damage to your Nominated Vehicle and submit to us together with your membership details (**Request**). You may submit the photograph(s) and membership details by sending the information to us via email at [repairs@cosmeticrepairs.com.au](mailto:repairs@cosmeticrepairs.com.au) or by calling us on 1300 567 567 and following the procedure outlined by the operator. To ensure the quality of our services, your call to us may be monitored and recorded.

You are entitled to:

- Repairs in relation to damage which occurs on and from the date that is 21 days from the Commencement Date of your Membership; and
- one Repair in relation to damage which occurred within the first 21 days from the Commencement Date.

Your Request will be passed to one of our technicians who will determine whether or not the requested repair is a Repair that is covered under the Membership Terms and Conditions; such determination is final and binding.

If the Repair is covered under the Membership Terms and Conditions the Repair will be performed at a time and location agreed between us and you (which must be within the Service Areas and the Service Times) and will be completed within 30 days of your Request.

In the event a Repair cannot be performed by our mobile technician, your Nominated Vehicle must be delivered to a designated repair centre as advised and authorised by us.

We may refuse to provide a Repair if:

- your Nominated Vehicle is unattended when our technician arrives;
- your Nominated Vehicle is not within the Service Areas;
- there is no power access to your Nominated Vehicle;
- you do not provide a suitable repair area, such area must have not less than a 2 metre clearance from the Nominated Vehicle the subject of the Repair and a 5 metre clearance from the next closest vehicle; or
- we are prevented from carrying out the Repair for any reason whatsoever.

Upon completion of the Repair, you must pay the Fixed Fee for the Repair by credit card to the repairer unless an alternative form of payment has been agreed by us.

The Fixed Fee will not increase during your Membership Term.

### **Nominated Vehicle**

Repairs will only be provided to the vehicle nominated in your application for Membership as the Nominated Vehicle.

If during the Membership Term you wish to change your Nominated Vehicle, you must notify us as soon as possible so that the benefits can be transferred to the new vehicle, provided the criteria set out below are met.

To transfer the benefits from your Nominated Vehicle to another vehicle you must:

- pay a transfer fee of \$15;
- not have previously transferred the benefits under the Program to another vehicle during the Membership Term; and
- ensure that the new nominated vehicle is of equal or younger age than the original Nominated Vehicle.

For the Nominated Vehicle you are entitled to:

- Repairs in relation to damage which occurs on and from the date that is 21 days from the Commencement Date of your Membership; and
- one Repair in relation to damage which occurred within the first 21 days from the Commencement Date.



## What is and is not provided?

The table below sets out which Repairs are and which repairs are not provided under the Membership Terms and Conditions.

**NOTE:** For each type of damage we repair, the Fixed Fee will be payable by you.

<b>Part of the Nominated Vehicle/ type of damage</b>	<b>Repairs provided</b> <i>All repairs listed below exclude replacement parts and trimmings.</i>	<b>repairs NOT provided</b>
<b>Interior trim</b>	Cosmetic repair and re-colour of non-structural damage to leather and vinyl surfaces, or non-structural damage caused by phone installation holes, or scratches, or worn leather trim, provided that the incidence of damage is no longer than 50mm.	repair of damage to: <ul style="list-style-type: none"> <li>• wood grain;</li> <li>• fabric;</li> <li>• instrumentation panel;</li> <li>• headliner;</li> <li>• plastic or leather around gear shifter;</li> <li>• pedals;</li> <li>• steering wheel; or</li> <li>• dashboard.</li> </ul> repair of damage that is longer than 50mm.
<b>Stone chips</b>	Cosmetic repair of up to 20 stone chips. Maximum size of each chip is 3mm in diameter.	repair of stone chips larger than 3mm in diameter
<b>Alloy wheels / Hub caps</b>	Cosmetic repair and repaint gutter scrapes and surface marks to an alloy wheel or up to two hubcaps. Please note that a machine finished wheel may lose its fine machine lines.	repair: <ul style="list-style-type: none"> <li>• of structural damage to the wheel; or</li> <li>• to chrome finished or high polished wheels.</li> </ul>
<b>Dents</b>	Repair of up to 2 dents on a single panel, provided each dent is no larger than 60mm in diameter.	repairs where: <ul style="list-style-type: none"> <li>• the dent is larger than 60mm in diameter;</li> <li>• the paint surface has been damaged;</li> <li>• there is no suitable access to the rear of the dent; or</li> <li>• the dent is on a style line or fold.</li> </ul>
<b>Side mirrors casings</b>	Repair of surface marks and scrapes, colour match and repaint of one side mirror casing.	repair of: <ul style="list-style-type: none"> <li>• chrome coloured mirror casings;</li> <li>• structural damage; or</li> <li>• indicator lenses</li> </ul>



<b>Panel surface marks</b>	Cosmetic repair and removal of surface marks covering up to 2 panels, provided they haven't cut through the clear coating of the surface.	repair of any deep scratches that have cut through the clear coating of the surface.
<b>Deep Scratches</b>	Cosmetic repair of a single scratch with paint damage larger than 3mm but less than 60mm in length and 2mm in depth on a vertical painted metal panel by flattening, fine filing, colour match and blending on a single panel. The panel may not be returned to the original manufacturer finish and the cosmetic finish may deteriorate over time depending on weather conditions.	repair of: <ul style="list-style-type: none"><li>• scratches that are greater than 60mm in length and 2mm in depth;</li><li>• scratches that are on a style line or fold; or</li><li>• scratches on bonnets, roofs, and boot lids.</li></ul>
<b>Bumper bars</b>	Repair, colour match and paint any surface marks, scuffs, scrapes or dents on any one bumper bar up to 400mm in length and 20mm in depth.	repair of: <ul style="list-style-type: none"><li>• damage that is greater than 400mm in length and 20mm in depth;</li><li>• lights;</li><li>• chrome detailing;</li><li>• internal structural damage; or</li><li>• damage to metal bumper bars.</li></ul>
<b>Vinyl &amp; leather seats</b>	Cosmetic repair of a hole, scratch or a tear in a vinyl or leather seat, provided the damage is no greater than 50mm in length and 5mm in width and not on the seam or stitching.	repair of: <ul style="list-style-type: none"><li>• damage that is greater than 50mm in length and 5 mm in width;</li><li>• damage that is on a seam or stitching;</li><li>• seats that are made of materials other than vinyl or leather.</li></ul>
<b>Windscreens</b>	Repair of up to 2 stone chips on front windscreen. Maximum size of each stone chip is 3mm in diameter.	repair of: <ul style="list-style-type: none"><li>• stone chips larger than 3mm in diameter; or</li><li>• stone chip damage which renders the vehicle unroadworthy (e.g. damage affecting primary vision area).</li></ul>



## Other Exclusions and Limitation of Liability

In addition to the "repairs not provided" as shown, Your Membership Terms and Conditions do not cover the repair of:

- non colour coded vehicle mouldings;
- chrome mouldings;
- structural damage to colour coded mouldings;
- any part of the Nominated Vehicle that has been changed from genuine manufacturer equipment; or
- damage to any area of the Nominated Vehicle which has:
  - matte paintwork;
  - special effect paintwork; or
  - illusion colour paintwork.

We only accept liability to you in connection with the supply of Repairs to the extent expressly provided in the Membership Terms and Conditions. To the extent permitted by law, we exclude any other liability we might otherwise have to you (whether based in contract, tort (including negligence), statute or otherwise).

We accept liability to you to the extent that we have acted fraudulently or in wilful breach of the Membership Terms and Conditions or as required under law (where not to do so would be illegal or would make any part of the Membership Terms and Conditions void or unenforceable).

If we are liable for any non-excludable conditions, warranties or guarantees, and where permitted by law to do so, our liability is limited to (at our option) resupplying the relevant or equivalent Repair or paying you the cost of doing so.

Our maximum liability to you for loss you suffer or incur in connection with the Membership Terms and Conditions or any other agreement arising out of or in connection with their subject matter (whether based in contract, tort (including negligence), statute or otherwise) is, to the extent permitted by law, limited to the amount you have paid to us for the relevant Repair pursuant to the Membership Terms and Conditions.

## How we resolve your complaints

We welcome every opportunity to resolve any concerns you may have with the products or services provided by us, the Representatives or our agents.

In the first instance you should contact one of our customer service officers on 1300 567 567 who will try to resolve your concern or query or write to us at The Smart Guys, Level 9, 3 Nexus Court, Mulgrave, Victoria, 3170.

If you are not satisfied with the response received you can request that a manager address your concern. If your concern is still not resolved to your satisfaction we will refer the matter to our Internal Dispute Resolution Committee.

Your concern will then be investigated by an officer with full authority to deal with the complaint and we will inform you of the outcome within 45 days of receiving your complaint.

In the unlikely event that your concerns are not resolved to your satisfaction by the Internal Dispute Resolution Committee, or your complaint has not been resolved within 45 days, you may contact the Australian Financial Complaints Authority Limited (AFCA) subject to its terms of reference.

AFCA can be contacted on:

Call: 1800 931 678

Post: GPO Box 3, Melbourne, Victoria 3001

Website: [www.afca.org.au](http://www.afca.org.au)

email address: [info@afca.org.au](mailto:info@afca.org.au)



A decision of AFCA is binding on us (up to specified jurisdiction limits).

A decision of AFCA is not binding on you and you have the right to seek further legal assistance. The AFCA service is a service provided to you free of charge.

### **Compensation Arrangements**

The Corporations Act 2001 (Cth) requires licensees such as Smart Guys to have arrangements for compensating retail clients for losses they suffer as a result of a breach by the licensee or its representatives of Chapter 7 of the Act, unless an exemption applies.

We have compensation arrangements in place that meet these requirements.

### **Privacy Collection Statement**

In this privacy collection statement “we”, “our” and “us” means Smart Guys, its authorised representatives, related companies, and third parties who provide services to Smart Guys or on its behalf. We value your privacy, you can contact us with any concerns by post at Attn: The Privacy Officer, WorldMark, Level 9, 3 Nexus Court, Mulgrave, Victoria, 3170, by telephone on +61 3 8809 2700 or by email at [privacyofficer@worldmark.com.au](mailto:privacyofficer@worldmark.com.au).

We collect, use, hold and disclose your personal information (which includes your name, address, telephone number, postal address and other contact details) in order for us to answer your enquiry, book a repair with us, for Membership administration purposes, to provide our products and services to you and obtain payment for them and to otherwise do business with you.

We will collect your personal information from you where possible (including when you deal with us via our website, contact us by telephone, or email or speak with one of our representatives) unless you have consented to collection from someone other than you, it is unreasonable or impracticable for us to do so or the law permits us to. If you provide us with the personal information of another person (such as a family member or business partner), you must only do so with their consent and agree to make them aware of the matters contained in this privacy collection statement. If you choose not to provide your personal information to us, we may not be able to answer your enquiry or provide our products and services to you.

We may:

- collect personal information about you from third parties (including our franchisees, dealerships or related companies), but will take reasonable steps to ensure that you are aware of the matters contained in this privacy collection statement;
- disclose your personal information to our related parties, franchisees, dealerships, contractors and agents, to government bodies and regulatory authorities where required or authorised by law and also to our service providers (including repairers, information technology companies and mail houses) and professional advisors; and
- use your personal information for marketing purposes, which may include presenting you with offers relating to products and services provided by us or those we have an association with in the future. You may opt out of receiving marketing information at any time. We may continue to send marketing material to you until such time as you opt out.

We will otherwise collect, hold, use and disclose your personal information in accordance with our Privacy Policy, which sets out how you may access and correct the personal information that we hold about you and how to lodge a complaint relating to our treatment of your personal information. You can access our Privacy Policy via the link on the [www.thesmartguys.com.au](http://www.thesmartguys.com.au) homepage or by requesting a copy from us.

By providing us with personal information you and any other person you provide personal information for, consent to this use and these disclosures unless you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by us or persons we have an association with, please contact us.





## Updating our PDS

We may need to update this PDS from time to time if certain changes occur, where required and permitted by law. We will issue you with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this product, we may issue you with notice of this information in other forms or keep an internal record of such changes (you can get a paper copy free of charge by calling us).

## General

Each provision in the Membership Terms and Conditions may be separated from each other provision. If at any time any provision is or becomes invalid, illegal or unenforceable, this will not affect any of the other provisions. If we delay, or fail to rely, on any right under the Membership Terms and Conditions, we may rely on that right later. The laws of Victoria will apply to this contract. You and the service provider submit to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria.

## Guarantee

We take pride in our workmanship and guarantee that Repairs performed under the Membership Terms and Conditions will be free from defects for a period of 12 months from the date of the Repair, not including minor faults or defects or faults or defects caused or contributed to by the deliberate, negligent or inadvertent act or omission of the Member.

## Goods and Services Tax (GST) and Taxation Information

All amounts payable by you under the Program and as shown in the Membership Certificate are in Australian Dollars and include GST.

If you are registered for GST purposes you may be entitled to the appropriate input tax credit percentage from the Australian Taxation Office.

Generally, the cost of Membership is not tax deductible and Repairs are not assessable income for tax purposes unless you purchase the Membership for business purposes. This taxation information is a general statement only. You should seek professional taxation advice for information about your personal circumstances.

## Remuneration

When you purchase this Membership from Smart Guys you pay the Membership Fee to Smart Guys. This amount is agreed with you before the product is purchased.

Where you have purchased this product through a Representative, you pay the Membership Fee to the Representative. The Representative may receive an administration fee being a portion of the Membership Fee. Smart Guys' and the Representative's employees are paid an agreed salary and may also earn performance based bonuses or receive non-monetary benefits like paid attendances at business related conferences, study trips, functions or gift vouchers.

If you would like more information about the remuneration that Smart Guys, the Representatives or any other person receive, please contact us. This request should be made within a reasonable time after this document is provided to you and before the financial services are provided to you.



### Meaning of words

**'Additional Repairs'** means any repairs, not including the Repairs, nominated by us from time to time, which are available to you at a discounted fee, as determined by us (in our absolute discretion).

**'Driver Home Address'** means the address where you reside as advised to us.

**'Fixed Fee'** means the repair service fee of \$50.00 payable per Repair.

**'Member'** means a person who has acquired a Membership.

**'Membership'** means membership of the Program.

**'Membership Certificate'** means the relevant Membership Certificate we give you. We give you a Membership Certificate when you first buy a Membership or whenever any part of the Membership Terms and Conditions is changed.

**'Membership Fee'** means the fee which is payable to become a Member.

**'Membership Term'** means the period during which you hold your Membership being the period from the Commencement Date until the Expiry Date (or earlier if your Membership is cancelled in accordance with the Membership Terms and Conditions).

**'Membership Terms and Conditions'** means your Membership contract with us. It includes this document, the Membership Certificate and any other document we tell you forms part of the terms and conditions of your Membership.

**'Nominated Vehicle'** means the vehicle nominated in your application for Membership and specified in your Membership Certificate as the Nominated Vehicle.

**'Program'** means the small accident repair program regulated by the Membership Terms and Conditions under which Repairs are provided by us to a Member's Nominated Vehicle for the Fixed Fee.

**'Repairs'** means those repairs described in the Membership Terms and Conditions under the heading "Repairs provided" which, for the avoidance of doubt specifically exclude those repairs described in the Membership Terms and Conditions as "repairs not provided".

**'Service Areas'** means the areas designated as service areas by us from time to time, which includes the Driver Home Address, or other address as agreed between you and us, but does not include areas which are considered inaccessible in our opinion.

**'Service Times'** means 9am to 4pm weekdays or such other times as advised by us from time to time.

**'we', 'us', 'our', 'Smart Guys'** means Smart Guys Pty Ltd ABN 46 129 708 523 of Level 9, 3 Nexus Court, Mulgrave, Victoria .

**'you', 'your'** means the Member.

### Contact details

Write to us at Level 9, 3 Nexus Court, Mulgrave, Victoria, 3170

call us 1300 567 567 or visit [www.thesmartguys.com.au](http://www.thesmartguys.com.au)