

## Car Wash Terms & Conditions of Entry

### By entering our facility, you agree to be bound by these terms & conditions.

### IF YOU DON'T ACCEPT OUR TERMS AND CONDITIONS PLEASE LEAVE OUR FACILITY PRIOR TO YOUR WASH COMMENCING.

By entering our facility, you accept that your vehicle is fit for purpose and acknowledge that Waves Carwash will not be held responsible for anything that is dislodged, broken or misplaced, inside or outside any vehicle, which has been caused by our normal washing process. This includes but is not limited to the following:

- Pre-existing damage whatsoever
- Aerials (including aerials that cannot be completely removed or cannot completely retract),
- Damage to Wipers (Front or Rear)
- Loose or faulty interior trims, buttons, knobs etc
- Number Plates or Numberplate Covers
- Windscreen adhered accessories (E-tags, sat-nav aids, mirrors etc...)
- Any Items left in a Vehicle
- Open windows and sunroofs or faulty seals
- Cracked or chipped windows including damage to tint
- Oxidised, chipped, blistered, flaked paintwork and spider webbing
- Any modified or aftermarket internal or external accessories
- Automatic door locks including auto lock vehicles, kill switches or alarms
- Bonnet/windshield(front & rear)/headlight protectors, mudflaps, side skirts or bumpers
- Faulty ignitions, flat or damaged batteries, alarm keys, mechanical faults or keys.
- Vehicle graphics
- Scratches or marks to rims, bull bars or roll bars
- Damage caused to vehicles due to your vehicle stopping, braking or turning manually or automatically inside the wash tunnel.

# The customer <u>accepts full</u> responsibility for any damages or loss incurred to their vehicle whatsoever.

Waves appreciate your acknowledgement and acceptance of the above Terms & Conditions prior to entering our car wash facilities.

We welcome your feedback and suggestions so please visit our website: <u>www.wavescarwash.com.au</u>

- I. The Waves Unlimited Wash Club can only be associated with one vehicle. If you purchase a new vehicle or change registration , simply contact us to update your profile at <u>info@wavescarwash.com.au</u>
- II. Waves Unlimited Wash Club fees are automatically billed to your credit or debit card each month in advance and each month thereafter, or annually if selected, until such time as the agreement is terminated by you or Waves Carwash Cafe Pty Ltd. This is a reoccurring charge.
- III. The Waves Unlimited Wash Club is month to month or annually as selected, there are no hidden cancellation charges or long-term commitment contracts.
- IV. In the event that you would like to cancel your membership, Waves Carwash Café Pty Ltd must receive written notice 14 days before your billing date or you can cancel your membership within 48hrs through the Waves VIP Login on our website. No refunds or credits will be given for partial periods.
- V. By entering the Waves Unlimited Wash Club program, you agree that the credit card provided will be automatically charged each month for your chosen Waves Unlimited Wash Club program. You also agree that you waive any and all right to withhold or delay payment of the related credit card charges, whether as described by your credit card provider or otherwise.
- VI. Membership is for personal use only, taxis, limos and any other commercial vehicles are prohibited to join the Waves Unlimited Wash Club.
- VII. Heavily soiled vehicles may incur a surcharge, Surcharge will apply for any work requested outside of what is stated in each wash package on the Waves Unlimited Wash Club menu.
- VIII. If we are unable to charge a credit/debit card for any reason, the customer's membership will be deactivated. Waves Unlimited Wash Club members must contact Waves Carwash Café Pty Ltd if any information changes (Vehicle, email, credit/debit card information etc.). To cancel membership, customer request in writing must be received by mail or email.
  - IX. Waves Carwash Café Pty Ltd reserves the right to close stores or shorten hours of operation due to business needs or inclement weather conditions at its sole discretion. In the event pricing or terms and conditions change, the new information will be posted on our website and at our carwash sites. Price changes will take immediate effect for new customers and will be applied after 30 days' notice to existing customers.
  - X. This offer is not to be used in conjunction with any form of Discounts or Promotions.
  - XI. You will be Bound to the Waves Carwash Terms and Conditions of Entry as well as all the conditions listed above.
- XII. Waves Reserves the right to Cancel or Suspend any memberships due to misuse or for not following any of the Terms and Conditions.

#### Waves Loyalty Points

- I. Only fully priced car wash services can be used to earn or redeem Waves Loyalty Points
- II. Points are earnt at a rate of \$1=0.10 points.ie if you spend \$36.00 you will receive 3.6 points
- III. Waves Loyalty Points are only applied automatically when your phone number is confirmed
- IV. Café Items/Express Washes and Waves Unlimited Wash Club cannot be purchased with the use of Waves Loyalty Points
- V. Wash Unlimited Washes and Express Washes are not eligible to earn Waves Loyalty Points
- VI. Waves Loyalty Points are for personal use only, taxis, limos, dealerships and any other commercially owned vehicles are not eligible to earn Waves Loyalty Points
- VII. Loyalty points are not transferable for cash and cannot be used to make split payments. You cannot sell or transfer your points to anyone.

- VIII. Waves reserve the right to terminate your Waves Loyalty Points if you don't use our facilities to earn or redeem points for 12 consecutive months, or if we believe that you have engaged in fraudulent or unlawful activity or failed to comply with these Terms and Conditions.
  - IX. We may discontinue our Waves Loyalty Points at any time at our sole discretion with no liability to you. If we do so, we'll publish a notice on our website to you to let you know.
  - X. Waves may change the Waves Loyalty Points (including the number of points allocated to each wash and how points are earned and redeemed) and these Terms and Conditions at any time, or add new terms or conditions. If we do so, we'll publish an updated version on our website at <a href="http://www.wavescarwash.com.au">http://www.wavescarwash.com.au</a>. Your continued participation in our Rewards Program will constitute your acceptance of such changes.
  - XI. Waves Carwash reserves the right to adjust Waves Loyalty Points accrued that have resulted from operator error, computer error and/or fraud or any other reason beyond the control of Waves Carwash.

#### Waves 48hr Rain Guarantee

If it rains within 48hrs of you washing your vehicle, you may return to either of our locations to receive a complimentary exterior wash. Surcharges may apply if the vehicle is heavily soiled or has excessive bugs.

#### Waves 48hr Satisfaction Guarantee

If there is a probable and/or clear evidence to suggest you have not received or we have under delivered any part of the wash service which was included in your paid service, we will happily rectify that specific area of the vehicle free of charge within 48hrs unless alternative arrangements have been made directly with our management team.

#### **Promotions and Discounts**

- I. Only one promotion or discount can be used per Visit.
- II. A promotion or discount cannot be used:
  - a. after payment has been made; or
  - b. in conjunction with any other offer or discount.
  - c. With Waves Unlimited Wash Club
- III. Promotions or discounts are:
  - a. non-transferable, not for resale, and not redeemable for cash; and
  - b. good only for the specific Service featured per individual discount or promotion.
- IV. If requested, the customer must provide proof/evidence that a discount is valid or they are eligible for a discount.
- V. Waves Carwash reserves the right to withdraw, amend or cancel a discount offer or promotion at any time.

#### Vouchers terms and conditions

- I. Vouchers are subject to:
  - a. the specific terms and conditions stated on the Voucher;
  - b. these general Voucher terms and conditions. In the event of any inconsistency, the former prevails.

- II. Not redeemable for cash and cannot be used to purchase gift cards.
- III. Must be redeemed within the validity period.
- IV. Must be used in one transaction. May only be redeemed once.
- V. Not redeemable on café items/ already discounted washes or Waves Unlimited Wash Club unless expressly stated otherwise.
- VI. Cannot be used for previously paid washes.
- VII. If no expiry date is stated on the Voucher, Vouchers will expire 3 months from the date of issue.
- VIII. Voucher must be surrendered in store upon redemption.
- IX. If purchase exceeds the Voucher amount, the balance must be paid by other available payment options.
- X. Expired Vouchers are not redeemable and voucher amounts will not be refunded or credited when expired.
- XI. Defaced, mutilated, altered, lost or stolen Vouchers will not be replaced, refunded or redeemed.
- XII. Waves Carwash does not accept any responsibility for lost or stolen Vouchers.
- XIII. Waves Carwash reserves the right to verify the identity of the bearer and to change the terms of use at any time without notice.

#### GIFT CARDS and PREPAID CARDS TERMS AND CONDITIONS

- I. "Gift Card or Prepaid Card" means an electronic or physical card that has prepaid currency loaded onto it to be spent on Waves Carwash Services in accordance with these terms and conditions.
- II. The value of the gift card includes GST.
- III. Not redeemable for cash and cannot be used to purchase other gift cards or other tender. Cannot be exchanged. Cannot be used with Waves Unlimited Wash Club
- IV. Gift cards will expire 12 months from the date of issue, unless expressly stated otherwise.
- V. If purchase exceeds the gift card amount, the balance must be paid by other available payment options.
- VI. Must be redeemed within the validity period.
- VII. Physical gift cards must be surrendered upon redemption in full.
- VIII. Expired gift cards are not redeemable and gift card amounts will not be refunded or credited when expired.
- IX. We reserve the right to cancel any gift card for any reason at any time without notice. In such instances we will elect to provide a refund or a replacement gift card.
- X. Gift cards are treated like cash. Defaced, mutilated, altered, lost or stolen vouchers will not be replaced, refunded or redeemed.
- XI. Waves Carwash does not accept any responsibility for lost gift cards.
- XII. Waves Carwash reserves the right to adjust Gift Card Values that have resulted from operator error, computer error and/or fraud or any other reason beyond the control of Waves Carwash.
- XIII. Waves Carwash reserves the right to verify the identity of the bearer and to change the terms of use at any time without notice.

#### Seniors Discount- Double Discount Tuesday

- I. Seniors will receive a \$5 discount on any full priced service Every Wednesday to Monday. Seniors will receive a \$10 discount every Tuesday.
- II. A valid Seniors card must be shown if asked
- III. Senior Discounts cannot be used in conjunction with any other discount/promotion or offer including Waves Unlimited Wash Club

- I. Come in on 'Wax on Wednesdays' for a Valet service, and no matter which one you choose, you will receive a Waves Hand Wax for the discounted price of just \$20 on top of your wash price that's a saving of \$10!)
- II. "Wax on Wednseday" cannot be used in conjunction with any other discount/promotion or offer including Waves Unlimited Wash Club

#### 2 for 1 Offers

- I. Only one 2 for 1 discount can be used per Visit.
- II. A 2 for1 discount cannot be used:
  - a. after payment has been made; or
  - b. in conjunction with any other offer or discount.
  - c. With Waves Unlimited Wash Club
- III. 2 for 1 discounts are:
  - a. non-transferable, not for resale, and not redeemable for cash; and
  - b. good only for the same or lessor valued Washes (Excludes Polishes, Details and Mini Details). If a Polish, Detail or Mini Detail is Purchased, the 2<sup>nd</sup> free wash will be given the better wash or a wash of equal value.
- IV. Waves Carwash reserves the right to withdraw, amend or cancel a 2 for 1 offer or promotion at any time.

## Waves Special Offer 10%, 15% & 20% Cards, Corporate Discount Cards, Special Member Discount Cards and Waves VIP Key Rings

- I. Waves reserve the right to terminate your Waves Special Offer 10%, 15% & 20% Cards, Corporate Discount Cards, Special Member Discount Cards and Waves VIP Key Rings if you don't use our facilities for 12 consecutive months, or if we believe that you have engaged in fraudulent or unlawful activity or failed to comply with these Terms and Conditions.
- II. We may discontinue our Waves Special Offer 10%, 15% & 20% Cards, Corporate Discount Cards, Special Member Discount Cards and Waves VIP Key Rings at any time at our sole discretion with no liability to you. If we do so, we'll publish a notice on our website to you to let you know.
- III. Waves may change the Waves Special Offer 10%, 15% & 20% Cards, Corporate Discount Cards, Special Member Discount Cards and Waves VIP Key Rings and these Terms and Conditions at any time, or add new terms or conditions. If we do so, we'll publish an updated version on our website at <u>http://www.wavescarwash.com.au</u>.
- IV. Waves Carwash reserves the right to adjust the Waves Special Offer 10%, 15% & 20% Cards, Corporate Discount Cards, Special Member Discount Cards and Waves VIP Key Rings that have resulted from operator error, computer error and/or fraud or any other reason beyond the control of Waves Carwash.
- V. Waves Special Offer 10%, 15% & 20% Cards, Corporate Discount Cards, Special Member Discount Cards and Waves VIP Key Rings are valid for 12 Months.
- VI. Waves will issue new Waves Special Offer 10%, 15% & 20% Cards, Corporate Discount Cards, Special Member Discount Cards and Waves VIP Key Rings if we can prove without a doubt that you are still eligible to obtain one of these cards or keyrings

#### Dealership Cards "Upgrades or Express Washes"

- I. "Dealership Cards" means an electronic or physical card that has prepaid currency loaded onto it to be spent on Waves Carwash Services in accordance with these terms and conditions.
- II. The value of the dealership card includes GST.
- III. Dealership Cards will expire 12 months from the date of issue, unless expressly stated otherwise.
- IV. If purchase exceeds the dealership cards value, the balance must be paid by other available payment options.
- V. Must be redeemed within the validity period.
- VI. Physical dealership cards must be surrendered upon redemption in full.
- VII. Expired dealership cards are not redeemable, amounts will not be refunded or credited when expired.
- VIII. We reserve the right to cancel any dealership card for any reason at any time without notice
- IX. Dealership cards are treated like cash. Defaced, mutilated, altered, lost or stolen dealership cards will not be replaced, refunded or redeemed.
- X. Waves Carwash does not accept any responsibility for loss of Dealership cards.
- XI. Waves Carwash reserves the right to adjust Dealership Card Value that have resulted from operator error, computer error and/or fraud or any other reason beyond the control of Waves Carwash.
- XII. Waves Carwash reserves the right to verify the identity of the bearer and to change the terms of use at any time without notice.
- XIII. Only one Dealership Card can be used per Visit.
- XIV. A Dealership Card cannot be used:
  - a. after payment has been made; or
    - b. in conjunction with any other offer or discount.
  - c. With Waves Unlimited Wash Club
- XV. Dealership Cards are:
  - a. non-transferable, not for resale, and not redeemable for cash; and
  - b. able to be used in Self-Serve or our Combi Machine during normal business hours