The Wash Club – Terms and Conditions of entry

By entering The Wash Club, you agree to be bound by these terms and conditions.

Your health and safety is our primary concern at The Wash Club. You must follow all directions from our staff at all times and adhere to our health and safety policy while on our premises. Our health and safety policy can be found at <u>www.thewashclub.co.nz</u>. The Wash Club reserves the right to remove you from the premises at The Wash Clubs sole discretion and will not tolerate foul behavior or intoxicated persons.

The Wash Club Tunnels wash procedure

During the wash process please ensure that you;

- Follow all directions from signs, staff/attendants, and screens.
- Remain in your vehicle at all times unless otherwise instructed. Failure to do so may result in death or serious injury.
- Leave your vehicle running and in *neutral*.
- Ensure your vehicles brakes are *not* engaged.
- Set your steering wheel so that your vehicle is driving forward, then do not interfere with in at any stage until you exit the tunnel.
- When you see the arrow at the end of the tunnel please put your car into 'Drive' and take control of your vehicle at the completion of your wash

Limitation of Liability

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

- Any pre-existing damage what so ever
- Aerials (Including aerials that cannot be completely removed or cannot complete retract)
- Damage to wipers (front or rear)
- Loose or faulty interior trims, buttons, knobs etc
- Number plates and number plate 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, chipped, blistered, oxidized, or flaked paintwork
- Any modified or aftermarket internal or external accessories
- Automatic door locks including auto lock vehicles, kill switches or alarms
- Bonnet/windshield (front and rear)/headlight protectors, mudflaps, side skirts, or bumpers
- Faulty ignitions, flat or damaged batteries, alarm keys, mechanical faults or keys
- Vehicle graphics or after market sign writing
- 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
- Collisions in the tunnel caused by your fault or negligence

• If you suspect any damage of any kind has occurred to your vehicle you must report it immediately. The Wash Club will not be liable for any damages of any kind after your vehicle has left the premises.

If you believe your vehicle will have an issue with any of the above limitations, please kindly advise our team who will help you take the necessary precautions to avoid any damage or loss.

The customer accepts full responsibility for any damages or loss incurred to their vehicle whatsoever.

The Wash Club appreciate your acknowledgement and acceptance of the above Terms and Conditions prior to entering our car wash facility. If you do not accept our terms and conditions please exit The Wash Club prior to our service commencing.

Returns and refunds

Pre-paid wash cards purchased are non-returnable and non refundable. The Wash Club are not responsible for lost, stolen or damaged cards, nor do we accept responsibility for any unauthorized use of such cards.

Prices

All prices are advertised in NZ dollars and include GST.

The Wash Club 24 hours 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 24hrs 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:
 - 1. after payment has been made; or
 - 2. in conjunction with any other offer or discount.
 - 3. With The Wash Club Unlimited Wash Club
- III. Promotion or discounts are:
 - 1. non-transferable, not for resale, and not redeemable for cash; and
 - 2. 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. The Wash Club 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. Cannot be used for previously paid washes.
- VI. If no expiry date is stated on the Voucher, Vouchers will expire 3 months from the date of issue.

- VII. Voucher must be surrendered in store upon redemp5on.
- VIII. If purchase exceeds the Voucher amount, the balance must be paid by other available payment op5ons.
- IX. Expired Vouchers are not redeemable and voucher amounts will not be refunded or credited when expired.
- X. Defaced, mu5lated, altered, lost or stolen Vouchers will not be replaced, refunded or redeemed.
- XI. The Wash Club does not accept any responsibility for lost or stolen Vouchers.
- XII. The Wash Club reserves the right to verify the iden5ty of the bearer and to change the terms of use at any 5me without no5ce.

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 The Wash Club 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 in conjunction with The Wash Club 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.

Denial of Entry to our premises

- I. The Wash Club reserves the right to cancel and prohibit individuals from obtaining a Unlimited membership and deny entry at their sole discretion. For including the following reasons but not limited to;
 - 1. Disrespectful, unlawful or inconsiderate behaviour towards The Wash Club staff and/or other customers.
 - 2. Failure or refusal to follow The Wash Club's/Attendants instructions or direction.
 - 3. Intentionally putting The Wash Club Staff and/or customers in danger.
 - 4. For damage to the property or equipment during or outside of the service.

We welcome all feedback and suggestions, please visit us at www.thewashclub.co.nz