

Wash and Wow Wash Club — Customer Terms and Conditions

DRAFT FOR LEGAL REVIEW — v1, August 2026

1. Who we are

1.1 These Terms apply to the Wash and Wow Wash Club and are between you and Wash and Wow Pty Ltd (ABN 24 675 112 151) ("Wash and Wow", "we", "us"), trading as "The Wash" and "Herbies Eco Wash".

1.2 Contact: hello@washnow.com.au .

1.3 By joining the Wash Club, purchasing a voucher or gift card, or entering any Wash and Wow site, you agree to these Terms and to our Conditions of Entry displayed on site at www.washnow.com.au.

1.4 Nothing in these Terms excludes, restricts or modifies any right or remedy you have under the Australian Consumer Law (ACL) or any other law that cannot lawfully be excluded. Where a term is inconsistent with the ACL, the ACL prevails and the rest of these Terms continue to apply.

2. Wash Club membership

2.1 A membership covers one nominated vehicle, identified by the registration number you provide. Our sites use automatic number plate recognition (ANPR) to identify member vehicles.

2.2 You must ensure the registration you nominate is accurate, current and legible on the vehicle. We are not responsible for a failed wash entry caused by an incorrect, obscured, damaged or unreadable plate.

2.3 You may transfer your membership to a different vehicle once every 45 days via your online account. Memberships are not transferable to another person.

2.4 Membership entitles the nominated vehicle to one wash per day of the included wash type per billing period, subject to the Fair Use Policy in clause 4.

2.5 Membership is for private, non-commercial use only. Rideshare, taxi, hire, courier, fleet and other commercial vehicles may not join without our prior written approval. We offer separate commercial and fleet accounts — contact us at hello@washnow.com.au

2.6 The Wash Club is an automatic wash service. It is not a detailing, hand-wash or valet service.

2.7 We may vary or temporarily suspend site hours, or close a site, for maintenance, safety, weather, utility outage or other operational reasons. Where a site is unavailable for more than 7 consecutive days and no alternative Wash and Wow site is reasonably accessible to you, you may request a pro-rata credit for the affected period.

3. Fees, billing and cancellation

3.1 Membership fees are charged in advance to the card you nominate, on the frequency you select, and recur until cancelled. All prices include GST.

3.2 By joining, you authorise us (and our payment processor) to charge that card the applicable fee on each renewal date until you cancel or your card authority is withdrawn.

3.3 **Cancelling.** You may cancel at any time through your online account — no phone call, no cancellation fee, no minimum term. Cancellation takes effect at the end of the billing period you have already paid for, and you keep access until then. We do not provide refunds for unused washes in a paid period, except where required by the ACL.

3.4 **Failed payments.** If a payment is declined, we will notify you and attempt to process it again. Your membership will be suspended if payment remains unsuccessful after 7 days and cancelled after 14 days. You can restore it at any time by updating your card details.

3.5 **Price changes.** We may change membership fees. New prices apply immediately to new members, and to existing members after at least 30 days' written notice to your nominated email address. If you do not accept the new price, you may cancel before it takes effect and you will not be charged the new amount.

3.6 **Changes to these Terms.** We may update these Terms. If a change materially affects your rights or obligations, we will give you at least 30 days' notice and you may cancel before it takes effect. Minor or administrative changes (such as correcting our contact details) take effect on posting.

3.7 We do not currently apply a card payment surcharge.

4. Fair Use Policy

4.1 The Wash Club is intended to keep one private vehicle clean. To keep it fair for all members:

(a) a maximum of one wash per day, per membership; (b) a minimum of 3 hours between washes; and (c) washes may only be used by the nominated vehicle.

4.2 We may suspend or cancel a membership where we reasonably believe it is being used:

(a) for a vehicle other than the nominated vehicle; (b) for a commercial purpose without approval under clause 2.5; (c) to wash vehicles for payment or on behalf of third parties; or (d) in a way that repeatedly exceeds the limits in clause 4.1.

4.3 Before cancelling for a Fair Use breach we will notify you and give you a reasonable opportunity to respond, unless the conduct involves fraud, safety risk or damage to our equipment. If we cancel, we will refund the unused portion of your current billing period.

5. Vehicle condition, damage and liability

5.1 Conditions of Entry. You must follow all posted signage, traffic lights and staff or attendant directions, and stay in your vehicle unless directed otherwise.

5.2 Your vehicle must be suitable. Before entering, you must: fold or remove mirrors and aerials where required; secure or remove roof racks, bike racks, tonneau covers, bull bars, spoilers, flags, magnetic signage and any other accessory; close all windows, doors, sunroof and fuel/charge flaps; and ensure your vehicle is within the posted dimension limits.

5.3 We are not liable for damage to, or loss of, items in the categories listed in clause 5.2, or for damage arising from pre-existing conditions including loose or damaged paint, rust, unsealed panels, prior repairs, aftermarket paint protection, damaged trim, worn seals or non-standard modifications. This does not limit your rights under the ACL, including where damage results from our failure to take reasonable care.

5.4 Reporting damage. Any damage claim must be reported to us before you leave the site, or within 24 hours, using the contact details on site. Prompt reporting allows us to review CCTV and equipment logs.

5.5 Vehicles left on site. Vehicles are left at your own risk. The site is unattended and we do not provide security or custody of vehicles or their contents.

5.6 To the extent permitted by law, and other than liability that cannot be excluded, our total liability to you in connection with the Wash Club is limited to the resupply of the service, or the amount you paid us in the preceding 12 months, and we are not liable for indirect or consequential loss.

6. Heavily soiled vehicles

6.1 The Wash Club covers ordinary road grime. Vehicles carrying excessive mud, clay, cement, paint overspray, oil, livestock waste, ash or similar material may need pre-treatment or may be refused, because they can damage equipment and affect the next customer's wash.

6.2 An additional charge may apply, or the wash may be declined. Any additional charge will be displayed and payable at the time — we will not charge it to your card later without your agreement.

7. Promotions and discounts

7.1 Only one promotion or discount may be used per transaction, and promotions cannot be combined with a Wash Club membership.

7.2 Promotions and discounts are non-transferable, not for resale, not redeemable for cash, and valid only for the specific service stated.

7.3 We may require reasonable proof of eligibility for a discount.

7.4 We may withdraw or amend a promotion at any time, except in respect of a promotion you have already validly claimed or paid for.

8. Promotional vouchers

Important distinction: these terms apply only to vouchers we give away free of charge as part of a promotion. Anything a customer *pays* for is a gift card and must comply with clause 9, including the minimum three-year expiry.

8.1 Promotional vouchers are supplied free of charge and are not gift cards.

8.2 Vouchers are subject to the specific terms printed on the voucher and to this clause 8. Where they conflict, the terms printed on the voucher prevail.

8.3 Vouchers are not redeemable for cash, cannot be used to buy gift cards, and cannot be applied to a wash already purchased.

8.4 Vouchers are not valid on vending items or already-discounted washes unless stated otherwise.

8.5 A voucher expires on the date shown on it. If no date is shown, it expires 3 months after issue.

8.6 Physical vouchers must be surrendered on redemption. Where a purchase exceeds the voucher value, you must pay the balance by another accepted payment method.

8.7 Lost, stolen, damaged or altered vouchers will not be replaced or refunded, and expired vouchers cannot be redeemed or refunded.

8.8 We may verify the identity of the person presenting a voucher.

9. Gift cards

Gift cards sold in Australia are regulated under the ACL. The three-year minimum expiry and the ban on post-supply fees are mandatory and cannot be contracted out of.

9.1 A gift card is a physical or electronic card loaded with a prepaid value redeemable for Wash and Wow goods and services.

9.2 Gift cards are valid for at least three years from the date of issue. The expiry date is shown on the card or in the accompanying documentation.

9.3 We do not charge any fee for using a gift card after purchase — no activation, balance, account-keeping or inactivity fees.

9.4 Gift cards are not redeemable for cash, cannot be exchanged, and cannot be used to purchase other gift cards.

9.5 Where a purchase exceeds the gift card balance, you must pay the balance by another accepted payment method. Remaining value stays on the card until it is used or expires.

9.6 Treat a gift card like cash. We are not responsible for lost or stolen gift cards and will not replace or refund them, except where the ACL requires otherwise.

9.7 We may correct a gift card balance that is wrong because of operator error, system error or fraud.

9.8 We may cancel a gift card where we reasonably believe it is fraudulent, stolen, compromised or being used in breach of these Terms. If we cancel a gift card for any other reason, or if we cease operating the site or brand it was issued for, or the card can no longer be redeemed, we will refund the remaining balance or issue a replacement card of equal value.

9.9 GST is payable on the goods or services you buy when the card is redeemed, not on the purchase of the card itself.

10. Privacy, ANPR and CCTV

10.1 We collect and handle personal information in accordance with our Privacy Policy at www.washnwow.com.au and the Privacy Act 1988 (Cth).

10.2 To operate the Wash Club we collect and store your name, contact details, vehicle registration, and images of your vehicle and its plate captured by ANPR cameras on entry. We use this to verify membership, apply Fair Use limits, and detect misuse.

10.3 Our sites are under CCTV surveillance for safety, security, equipment fault investigation and damage claims. Footage is retained for approximately 14 days.

10.4 We do not sell your personal information. We share it only with our payment processor, wash platform provider and other service providers who need it to deliver the service, and where required by law.

10.5 You can request access to, or correction of, your personal information by contacting us at hello@washnow.com.au .

11. Complaints and general

11.1 If something goes wrong, contact us at hello@washnow.com.au . We aim to acknowledge complaints within 2 business days and resolve them within 10 business days.

11.2 If we cannot resolve it, you can contact Consumer and Business Services SA or the ACCC.

11.3 These Terms are governed by the laws of South Australia, and you and we submit to the non-exclusive jurisdiction of its courts. This does not affect your right to bring a claim in your own State or Territory.

11.4 If any part of these Terms is found to be void or unenforceable, it is severed and the rest continues to apply.

Effective date: 3rd August 2026 | **Version:** [1.0]