

House Account – Conditions of Use

Effective as at [March 2006]

Your Contract includes these Conditions of Use, the letter containing your Card activation procedure and other relevant information. So, it is important that you read all documents and then retain them for your future reference.

Lost or Stolen Cards or cardholder enquiries

ClubLINKS Member Services

Telephone number 1300 880 809

Internet

www.clublinks.com.au

1. Conditions of Use

The Contract governs the operation of your House Account. You acknowledge and agree that you will be bound by these Conditions of Use when the Contract comes into effect, which occurs when you deposit funds into your House Account. Clause 3 sets out when these Conditions of Use may be varied.

2. Definitions

Activate means that you have activated the Card by calling ClubLINKS Member Services and providing us with all requested confidential information.

Additional Cardholder means such person or persons nominated by you from time to time pursuant to clause 8.1.

Additional Card Application Fee means \$25.00 which is payable by you to ClubLINKS before a second Additional Cardholder's Card is issued.

Amount Owing includes any amount that you have agreed to pay using your House Account in accordance with clauses 7.1.1 and 7.1.2 together with any fees and charges payable by you to us or ClubLINKS in accordance with clause 10.1.

Annual Additional Card Fee means an annual fee of \$18.00 which is payable by you to ClubLINKS annually for all but the first Additional Cardholder's Card issued that will be debited against your House Account.

Balance means, at any time, the difference between the amount held by us in your House Account and any Amount Owing.

Card means the Card issued to you under the House Account.

Club means either *Sanctuary Lakes Club Ltd* or *Sandhurst Club Ltd* being the club that has agreed in writing to provide you with a House Account.

ClubLINKS means ClubLINKS Pty Ltd ACN 103 902 996 or its successors and assignors.

ClubLINKS Member Services means account enquiries and preferred supplier services that can be accessed by telephone on 1300 880 809.

ClubLINKS Scheme means ClubLINKS Affiliation Agreement with the Participating Club.

Commission means any commission which may become due and payable to us or ClubLINKS under clause 16.5 from a Merchant.

Conditions of Use are those conditions contained in this Contract.

Contract means you accepting our offer to provide you with Debit Facility in accordance with this Contract.

Direct Debit Request means the direct debit request between us and you, authorising us to debit or charge agreed amounts from your Nominated Account.

Debit Facility means the charge facility available on your House Account or to be made available to you, by us, in accordance with this Contract as further described in clause 4.

Government Charges means government charges and duties on receipts or withdrawals under this Contract including financial institutions duty and debits tax.

House Account means the account opened at your Club to facilitate the Debit Facility.

Maximum Balance means \$1,000.00.

Merchant means a person or entity (as notified to you from time to time including the Club and a Participating Club) that we have entered into an agreement with to be paid for their goods and/or services by you using your Card or provide goods and/or services to you at a discount.

Negative Balance means that your House Account has a negative Balance.

Negative Balance Fee means an amount of \$5.00 that will be immediately payable to us and immediately debited against your House Account.

Nominated Account means the account that you have authorised us to arrange a debit under the Direct Debit Request.

Participating Club means a Club that is supporting the ClubLINKS Scheme and is managed by ClubLINKS.

Person includes a natural person and a corporation.

Positive Balance means that your House Account has a positive Balance.

Replacement Fee means \$25.00 which is payable by you to ClubLINKS before a replacement Card is issued.

Statement means the monthly statement issued to you showing the Balance of your House Account as at the statement date.

we/us means the Club its successors, assignors and agents.

Website means www.clublinks.com.au

you/your means each person who enters into this Contract (other than us).

3. Variation

We may change these Conditions of Use at any time, by notifying you in the following manner:

3.1. Changes to fees and charges

We will notify you in writing 30 days before we increase our fees or charges unless, the change reduces or abolishes our fees or charges or extends the time for payment of a fee or charge, in which case we will advise you in your Statement after the change takes effect.

3.2. Other Changes

We will notify you in writing 30 days before we effect any other changes unless the change reduces your obligations in which case we will

advise you in your Statement after the change takes effect.

3.3. When advance notice of a change may not be given

We will not notify you in advance if a change is necessitated by an immediate need to restore or maintain the security of our systems or individual accounts.

4. House Account

4.1. We agree to provide you with the Debit Facility. You authorise us to open a House Account in your name and:

- 4.1.1. record transactions on your House Account;
- 4.1.2. credit to your House Account all amounts you pay to us; and
- 4.1.3. debit to your House Account all Amounts Owing.

4.2. We will hold the Positive Balance on trust for you.

4.3. We need not extend to you the Debit Facility if:

- 4.3.1. we have not received any document or information we reasonably require, in a form satisfactory to us; or
- 4.3.2. you are in default under any term, condition or obligation contained in this Contract; or
- 4.3.3. your House Account does not have a Positive Balance.

5. House Account Balance

5.1. Your House Account Balance must not exceed the Maximum Balance (\$1,000).

5.2. If you make a payment into your House Account that will cause your House Account to exceed the Maximum Balance we may refuse to accept any part of the payment and we may refund any excess amount to you.

5.3. No interest will be payable by us to you on the Positive Balance of your House Account.

6. Debt owed to the Club

6.1. Your House Account must have a Positive Balance.

6.2. If at any time your House Account has a Negative Balance the Negative Balance is a debt due to and owned by the Club, irrespective of whether you use your Card:

- 6.2.1. at the Club;
- 6.2.2. at a Participating Club; or
- 6.2.3. with a Merchant.

- 6.3. If your House Account has a Negative Balance, the Negative Balance is payable immediately.
- 6.4. If you cannot pay your Negative Balance you should contact us immediately to discuss what satisfactory arrangements can be made.
- 6.5. ClubLINKS acts as agent and manager for the Club and facilitates and co-ordinates payments into and from your House Account on behalf of the Club and will not provide credit pursuant to this Contract.
- 6.6. Upon payment of the full amount of the Negative Balance to the Club, your debt to the Club will be discharged.

7. Use of House Account

- 7.1. When can you use your House Account?
 - 7.1.1. Your House Account can be used to pay for goods and/or services supplied to you by a Merchant.
 - 7.1.2. You authorise a Merchant to debit your House Account for goods and/or services supplied when you give the Merchant your Card and authorise by signing the tax invoice for the payment of the goods and/or services.
 - 7.1.3. Your House Account can be used when you have a Positive Balance.
 - 7.1.4. You must not use the House Account in a way that creates a Negative Balance.
- 7.2. Where you may use the House Account
 - 7.2.1. Your House Account may be used at any Participating Club or with any approved Merchant.
 - 7.2.2. Your House Account may also be used via the telephone or internet to pay for goods and services through the ClubLINKS central system.
 - 7.2.3. Subject to any applicable law, we are not responsible for any goods or services supplied to you when using your House Account. If you have a complaint about goods or services purchased with your House Account, you should resolve this with the Merchant directly.
 - 7.2.4. This document contains the entire agreement of the House Account. Where your House Account is being used to purchase goods or services from a

Merchant, you should disregard any representation, warranty or statement that may be made in connection with the Contract by the Merchant.

7.3. Transactions that have to be authorised

- 7.3.1. Certain transactions on the House Account may need to be authorised by either ClubLINKS or us before they can proceed. Prior to any transaction being completed, the Merchant may obtain an authorisation for it.
- 7.3.2. We reserve the right not to authorise a transaction on the House Account if you have a Negative Balance or the effect of which would result in a Negative Balance.
- 7.3.3. Once an authorisation is obtained, it will reduce the amount of available funds in the House Account. If this transaction is not completed, the balance of funds may remain reduced for a short period of time (usually less than a week).

8. Card

8.1. Use of Card

The Card can be used when it has been Activated and the Positive Balance in your House Account can be accessed by you by providing your Card to an approved Merchant or a Participating Club.

8.2. Additional Cards

8.2.1. You can request an additional Card be provided to a person you nominate to operate your House Account (to a maximum of six Additional Cardholders) provided that such persons are members of your family. When each Additional Cardholder Activates their Card they agree to be bound by these Conditions of Use. One additional Card will be provided free of charge. Additional Cards other than the first additional Card will incur Additional Card Applications Fees and Additional Card Fees.

8.2.2. Where we have issued an additional Card at your request:

8.2.2.1. You authorise us to:

- 8.2.2.1.1. give the Additional Cardholder information about the House Account for the purpose of their use of the additional Card; and

8.2.2.1.2. accept instructions from the Additional Cardholder in relation to the House Account, except for a request to terminate the House Account or replace the additional card following cancellation of it by you.

8.2.2.2. You are responsible for the use of the additional Card and you must pay for all the transactions made by the Additional Cardholder, including any fees and charges, until the additional Card is returned to us.

8.2.2.3. You can cancel the additional Card by:

8.2.2.3.1. notifying us in writing and returning it to us; or

8.2.2.3.2. telephoning us and advising us that you have destroyed the card and disposed of it securely. You must also confirm the cancellation to us in writing.

If you cannot destroy the additional Card, you should ask that we put a stop on the House Account.

8.3. Card reissue

We may issue a new Card at any time and all such reissued Cards are subject to these Conditions of Use.

8.4. All Cards remain our property

You agree that the Card is ClubLINKS property and you agree to return it to ClubLINKS if we or the Club:

8.4.1. request that you do so; or

8.4.2. cancel your Card; or

8.4.3. close, terminate or cancel your House Account.

9. Statements

9.1. How do you know what your Balance is?

9.1.1. A Statement will be issued to you. The date your statement is issued is called the 'statement date' and the period from one statement to the next is called the 'statement cycle / period'.

9.1.2. You will be issued your Statement if there any amounts have been debited or credited to your House Account during the statement cycle. We need not issue you a Statement if:

9.1.2.1. no amounts have been debited or credited to your account during the statement cycle and the Balance is below \$20.00;

9.1.2.2. you have been in default under this Contract for at least 120 days and we cancelled your Debit Facility before the statement cycle started and we did not provide you access to the Debit Facility during the statement cycle; or

9.1.2.3. you are no longer a member of a Club and any Negative Balance has been repaid in full.

9.1.3. You will be able to view your Balance and the most recent Statement on the Website at any time.

9.1.4. You should retain transaction records given to you or to any Additional Cardholder, in order to assist you to check your Statement.

9.2. If you think there is a mistake

9.2.1. You agree that the amount shown on any Statement is sufficient evidence of the cash price of the goods or services to which that transaction record relates.

9.2.2. You should check each Statement carefully as soon as you receive it and, if you have a dispute, you should advise us in writing before the due date shown on your Statement.

9.2.3. Refer to clause 12 for details of how to notify us of a disputed transaction.

9.2.4. Refer to clause 13.2 for details of your liability where unauthorised transactions are made on your House Account.

10. Charges

10.1. Fees and charges

10.1.1. Subject to applicable laws, we may charge the House Account with any fees and charges. The fees and charges applying to your House Account are set out in these Conditions of Use.

10.1.2. A Replacement Fee will be charged for lost or damaged Cards that are replaced by ClubLINKS.

10.1.3. The Negative Balance Fee will be payable if your House Account has a Negative Balance.

10.1.4. An Additional Card Application Fee will be payable upon issue of each Additional Cardholder's Card by ClubLINKS, however no Additional Card Application Fee will be charged for the first Additional Cardholder's Card issued to you.

10.1.5. An Annual Additional Card Fee will be charged annually, charged on the 1st of July each year, however no Annual Additional Card Fee will be charged for the first Additional Cardholder's Card issued to you.

10.1.6. Other fees and charges may apply in accordance with the Contract we provided you which outlines the activation procedure.

10.2. Dishonoured payments

10.2.1. If you make a payment into your House Account by cheque or direct debit and the payment is not honoured in full, you agree to pay us immediately:

10.2.1.1. the dishonoured amount;

10.2.1.2. all reasonable charges applied by financial institutions; and

10.2.1.3. our administration fee.

10.3. Government charges

Subject to any applicable law, the House Account will be charged with any government duties, taxes, fees or charges now or in future charged upon the use of your House Account expressly including any

GST chargeable upon any taxable supply provided to you.

10.4. Enforcement Expenses

Enforcement expenses may become payable under the Contract in the event of a breach. If you breach the terms of the Contract you must pay us all of the costs, charges and expenses reasonably incurred by us, in enforcing or preserving our rights under the Contract.

11. Payments

11.1. How can you make payments?

11.1.1. Your payments must be paid in Australian currency:

11.1.1.1. by making a payment using BPAY®;

11.1.1.2. via the internet;

11.1.1.3. by mailing your cheque payment to us at the address shown on the statement; or

11.1.1.4. paying in person directly to or over the telephone to your Club's administration office staff.

11.1.2. Payments can be made at any time during business hours and we will process payments as soon as is practicable after receipt.

11.1.3. Payments will not be credited to your House Account until such time as they are cleared to us by your financial institution. You should allow 3 business days from the time of your payment for your House Account to be credited with such payment.

11.2. How we apply your payments

All payments made to the House Account are applied in the following order:

11.2.1. government duties, taxes;

11.2.2. fees or charges; and then

11.2.3. purchases.

12. Errors and Disputes

12.1. Reporting a lost or stolen Card or unauthorised transactions

12.1.1. You must immediately notify us if your Card is lost or stolen, or you suspect that an unauthorised transaction has been made. We will provide you with a notification

reference and you should retain this as evidence of having made the report.

- 12.1.2. The best way to contact us or ClubLINKS Member Services is by telephone on the number we have listed at the front of these Conditions of Use. You should do this as soon as is possible.

12.2. Problems

If you have a problem or complaint, it is your responsibility to notify us and we will attempt to resolve the matter expeditiously. If we cannot do so immediately, we aim to resolve the matter within one week.

13. Unauthorised Transactions

13.1. Protecting your Card

You must take care of and protect your Card by:

- 13.1.1. if accepting the Conditions of Use as soon as you receive it, sign it, if you do not accept the Conditions of Use destroy it;

13.1.2. carrying it with you; and

13.1.3. not giving it to anyone else.

13.1.4.

13.2. Liability for unauthorised transactions

13.2.1. You will not be liable for unauthorised transactions when:

13.2.1.1. it is clear that you have not contributed to the unauthorised transaction;

13.2.1.2. they occurred as a result of fraud or negligence by our staff;

13.2.1.3. they occur before you Activate your Card;

13.2.1.4. they occurred after we received a notice pursuant to Clause 12.1; and

13.2.1.5. they are made with a Card that is forged, faulty, expired or cancelled.

13.2.2. You will be liable for unauthorised transactions when:

13.2.2.1. they have been carried out with your knowledge or consent; and

13.2.2.2. you have been engaged in fraud.

13.2.3. You will also be liable for unauthorised transactions that have occurred when you unreasonably delayed notifying us of your Card's loss, theft or misuse.

14. Cancellation, Termination and Suspension

14.1. Cancellation and Termination

14.1.1. We may cancel your House Account without prior notice at any time, if you fail to comply with these Conditions of Use or you gave us false information relating to your House Account.

14.1.2. You may terminate your House Account by notifying us in writing at any time, and such termination will take effect from the date on which we confirm the termination in writing to you.

14.1.3. Where a Card has been cancelled or the House Account has been terminated:

14.1.3.1. you agree to cut the Card(s) into pieces and return them to ClubLINKS or inform us that they have been destroyed securely;

14.1.3.2. you will not be able to access your House Account;

14.1.3.3. a cheque for the Positive Balance of your House Account will be sent to you when all existing liabilities have been met;

14.1.3.4. you must immediately pay us any Negative Balance; and

14.1.3.5. you will remain liable for any transactions that were made prior to termination.

14.1.4. You may have to pay reasonable enforcement expenses under these Conditions of Use, in the event of a breach of the Contract.

14.2. Suspension

14.2.1. We may suspend your House Account without prior notice at any time.

14.2.2. We may suspend your House Account if it has a Negative Balance.

- 14.2.3. If we suspend your House Account, we will notify you in writing of the suspension as soon as possible.

15. House Account Automatic Top Up

We may offer you the capacity to automatically debit your House Account, at which time you will be provided a Direct Debit Request. If you complete a Direct Debit Request:

- 15.1. you have authorised the Club to arrange for funds to be debited from your Nominated Account;
- 15.2. the Club will only arrange for funds to be debited from your Nominated Account as authorised in the Direct Debit Request;
- 15.3. subject to 15.4 and 15.5, you may change the arrangements under a Direct Debit Request by contacting the Club;
- 15.4. you must notify the Club in writing at least 14 days prior to the date on which you would like your request to take effect, of any request to stop or defer a debit to your Nominated Account;
- 15.5. you must also notify the Club in writing at least 14 days prior to the date on which you would like your request to take effect, of any request to cancel your Direct Debit Request;
- 15.6. you are responsible to ensure there are sufficient clear funds in your Nominated Account to meet all debits made in accordance with your Direct Debit Request;
- 15.7. if there are insufficient clear funds in your Nominated Account to meet a debit made in accordance with your Direct Debit Request, you may be charged a fee by your financial institution, you may also incur fees or charges imposed by the Club and you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your Nominated Account by an agreed time so the Club can process the debit in accordance with your Direct Debit Request;
- 15.8. you should check with your financial institution:
- 15.8.1. whether direct debiting is available from your Nominated Account;
- 15.8.2. that your Nominated Account details that you have provided to Club are correct

- 15.8.3. if you have any queries about the Direct Debit Request or how to complete the Direct Debit Request

- 15.9. you will otherwise be required to comply with all other terms and conditions made available to you by the Club on its website, from time to time, in connection with your Direct Debit Request.

16. Other

16.1. Marketing Consent

Members of the ClubLINKS group and their associates would like to be able to contact you and send you information regarding other products and services, from time to time. If you do not wish to receive this information, please:

16.1.1. Call us on 1300 880 809; or

16.1.2. Write to us.

You can obtain a copy of ClubLINKS' privacy policy at www.clublinks.com.au.

16.2. Privacy

It will be necessary for the Merchants to share information and provide each other with copies of documents relating to your personal details, your purchase invoices, any refunds made to you and other relevant information relating to you and your House Account. When Activating your Card you agree to allow the Merchants to share such information between themselves and their related entities.

If you do not wish to share any information relating to your House Account you must contact ClubLINKS Member Services and instruct them accordingly.

16.3. Review

We may carry out a review of your House Account at any time. You must give us any information we reasonably ask to allow us to conduct such a review.

16.4. Change of name or address

You agree to promptly notify us of any change to your name or address. Your rights under the Contract may be prejudiced, if you fail to notify us of a change in your address.

16.5. Commissions

We or ClubLINKS may earn Commissions from Merchants and/or Participating Clubs as a result of transactions made by you with your House Account or in connection with the use of your Card.

16.6. Set-off

To the maximum extent allowed by the law, you give up any right to set-off any amounts we owe you against any Amounts Owing.

16.7. Exercising our rights

If we fail or delay to exercise our rights under the Contract, that failure or delay does not constitute a waiver of our rights.

16.8. Governing law

The laws of Victoria govern these Conditions of Use.

16.9. Non-assignment

You may not assign your rights under this contract to another person.

16.10. Legislation

These Conditions of Use may be required to be amended from time to time to reflect changes in the law. You will be advised of any changes as set out in clause 3 above.