

**Important Notice – Terms & Conditions of Service and Membership  
Gordon Marvil Benefits Programs (the "Program").**

**1. Participation in the Program**  
1.1 The Program is made available by Gordon Marvil Pty Ltd (GM) Limited ABN 86 132 694 341 (referred to in these terms and conditions as "GM", "we", "our" or "us").  
1.2 Participation in the Program is available to Members and Clients (referred to in these terms and conditions as "you" or "your") subject to these terms and conditions.  
1.3 We may terminate your participation in the Program at any time if you:  
a) fail to comply with these terms and conditions;  
b) supply any misleading information or make any misrepresentations to us or to any Program Partner in connection with the Program; or  
c) abuse any privilege accorded to you under the Program.  
**2. Claiming a Benefit**  
2.1 The benefits which you can take advantage of pursuant to the Program are set out in current brochures, a GM website and as advertised from time to time.  
2.2 In order to claim a Benefit you must present your current GM membership Card or advise your Member number and /or promotion code to the relevant Program Partner at the time of transaction. The Program Partner will then contact GM to verify that you are a current member. If you do not present your Card or advise your Member number and /or promotion code to the relevant Program Partner at the time of a transaction you cannot claim the Benefit at the time of the transaction or at a later time.  
2.3 Benefits under the Program cannot be sold, transferred or assigned.  
2.4 GM may:  
a) change these terms and conditions at any time without prior notice to you;  
b) change any of the Benefits or the participating Program Partners; or  
c) suspend or terminate the Program at any time without prior notice.  
2.5 All benefits are subject to availability and are subject to such other terms and conditions imposed by Program Partners as stipulated in current brochures, a GM website, Program Partner website, relevant Product Disclosure Statement (PDS) in any GM authorised advertising or GM authorised special offers.  
2.6 GM takes reasonable care to ensure that information it publishes in relation to the Program is accurate but does not accept any liability for information provided by Program Partners or other third parties.  
2.7 GM and its Related Bodies Corporate are not liable to you for:  
a) any failure by you to notify a Program Partner of a Benefit available under the Program at the time of the transaction;  
b) any qualifying transaction not being made available to you for any reason;  
c) any failure by Program Partners to give a Benefit to you under the Program as promised;  
d) any loss or damage whatsoever (including indirect or consequential loss) caused by or arising out of any goods or services purchased under the Program from a Program Partner who is a third party (i.e. not GM or one of its Related Bodies Corporate);  
e) any failure to notify you of any change in these terms and conditions, any brochures, participating Program Partners or qualifying goods and services; or  
f) any loss or damage whatsoever (including indirect or consequential loss) caused by the suspension or termination of the Program.  
2.8 Program Partners do not have any authority, express or implied, to make any representations, warranties or statements on behalf of GM.  
2.9 Any tax payable on transactions under the Program is your responsibility, including any goods and services tax.  
**3. GM Membership Card**  
3.1 GM may issue a membership card to its Members ("GM Card").  
The GM Card is not transferable and remains the property of GM.  
3.2 You must return your GM Card immediately if we ask you to. You must notify us immediately if your GM Card is lost or stolen.  
3.3 We may terminate your use of the GM Card without notice and for any reason, including but not limited to the following, if you:  
a) do not comply with these terms and conditions;  
b) do not comply with the terms and conditions of any good or service hosted on the GM Card; or  
c) cease to be a member of GM.  
3.4 If we terminate your use of the GM Card, you must either return or destroy it as per our directions.  
3.5 We are not liable for any malfunction in the GM Card or delay in replacing the GM Card.  
3.6 By using the GM Card or Membership / Member number, or claiming any Benefit, you agree to the terms and conditions and consents specified relating to the use of your personal information as detailed in clause 5 of this Membership Agreement.  
**4. Membership Levels and Benefits**  
4.1 There are two types of Membership of the Program. One for business and one for residential.  
4.1.1 A **Gordon Marvil Business Saver (B)** member is a trading entity that is required to hold an ABN (Australian Business Number) or sells / offers services for money.  
4.1.2 A **Gordon Marvil At Home Saver (A)** member is an individual who has subscribed to the benefits program.  
**5. Privacy**  
5.1 Information on how we handle your personal information is explained in GM's Privacy Policy which you can obtain from the GM websites at [www.gordonmarvil.com](http://www.gordonmarvil.com), [www.athomesaver.com.au](http://www.athomesaver.com.au), [www.businesssaver.com.au](http://www.businesssaver.com.au)  
5.2 You should refer to Program Partners for a copy of their privacy policy and for information on how they handle your personal information.  
5.3 When you use your GM Card to claim a benefit, your membership number and information about your transactions may be collected by Program Partners on behalf of GM and may be used by GM for the following purposes:  
a) the administration of the Program;  
b) the provision of goods and services under the Program;  
c) planning, research and marketing of the Program and goods and services of GM and its Related Bodies Corporate.  
5.4 The claiming of any Benefit by you is not dependant on you providing your name and address to the Program Partner. However, you may need to give these details to a Program Partner if goods or services are to be delivered to you.  
5.5 It is a condition of Membership of the Program that you authorise GM to use and disclose the information on your Membership Agreement and other information that we collect to Program Partners. We take no responsibility for any information you may give to any Program Partner. This clause survives the termination of this Membership Agreement

and the termination or suspension of the Program.  
**5.6** If you have opted-out of receiving marketing material from GM, you will not receive any marketing material related to the Program. **If you do not want to receive marketing material from GM, please let us know by calling 03 9017 0940 or emailing [nomarketing@businesssaver.com.au](mailto:nomarketing@businesssaver.com.au) or [nomarketing@athomesaver.com.au](mailto:nomarketing@athomesaver.com.au)**  
**6. SERVICES**  
**6.a Services to Member:** GM shall facilitate access to a variety of benefits, discounts and special offers. It makes no guarantee as to the value of these services to the member, or the overall level of benefit that the member will receive. It is each member's responsibility to review and decide the appropriateness of the Program for the entity they represent. Access to these benefits is restricted to the property of the Member within the established area(s) as described in the Membership Agreement. It does not include other trading locations and requires a membership for each location.  
**6.b** The "property" referred to in the term "service to property" shall mean the property listed in the Membership Agreement.  
**7. PAYMENT AND INVOICING TERMS**  
**7.1 Payment for Services:** GM will be paid as follows:  
The Member shall be charged in accordance with the Membership Agreement. For Business Saver Member's nominated bank account or credit card (Visa / MasterCard) will be debited on or about the 15<sup>th</sup> of each month. If the 15<sup>th</sup> falls on a weekend accounts may be processed on the Friday prior to that weekend.  
**7.2** GM will invoice the Member at the rate and frequency detailed in the Membership Agreement plus GST for Business Saver Members and inclusive of GST for At Home Saver Members.  
**7.3 INVOICING & LATE PAYMENT POLICY:**  
The Member's nominated bank account or credit card (Visa / MasterCard) will be debited on the 15<sup>th</sup> of the month. Any additional charges will be charged in addition to the set monthly rate at the next scheduled invoicing period to the Member's nominated bank account or credit card. Should payment be declined or there be insufficient funds in an account a \$25 declined / dishonour fee may be charged and a further attempt made within 7 days to debit the Member's account. The Member shall be liable for a late payment charge of \$35 for payments received more than 5 days from due date. If the Member's account has any unpaid invoices overdue by more than 7 days the Member will be notified and GM may elect to discontinue providing its Service under the Membership Agreement. Failure to pay any invoice within 14 days of the due date may result in account termination without further notice. Non-payment of any invoice does not release the Member from any amount due at the time of termination of this Membership Agreement. All amounts due plus late charges, if any, will be referred to an outside collection agency or law firm for collection.  
**8. LIABILITY**  
**8.1** The Member's exclusive remedy for any claim arising out of or relating to this Membership Agreement will be for GM, upon receipt of written notice by the Member, either (i) to use reasonable efforts to remedy, at its expense, the matter that gave rise to the claim for which GM is at fault, or (ii) to return to the Member Fees paid by the Member for the period relating to the particular service provided that gives rise to the claim.  
**9. MISCELLANEOUS**  
**9.1 Insolvency and Adequate Assurances:** If GM becomes concerned about the Member's ability to pay for the Services in accordance with the Membership Agreement, GM may demand in writing an assurance from the Member about its ability to meet its payment obligations under the Membership Agreement. Unless the Member provides the assurances in a reasonable time and manner acceptable to GM, in addition to any other rights and remedies available, GM may partially or totally suspend the Services provided pursuant to the Membership Agreement while awaiting the requested assurances, without any liability.  
**9.2 Severability:** Should any part of this Membership Agreement for any reason be declared invalid, such invalidity shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Membership Agreement had been executed with the invalid portion eliminated.  
**9.3 Modification and Waiver:** A waiver or breach of this Membership Agreement by either party shall not be considered a waiver of any other subsequent breach.  
**9.4 Independent Contractor:** GM is an independent contractor to the Member.  
**9.5 Notices:** The Member shall give GM written notice within 7 days of obtaining knowledge of the occurrence of any claim or cause of action which the Member believes that it has, or may seek to assert or allege, against GM, arising from or in relation to the Membership Agreement. If the Member fails to give such notice to GM in relation to any such claim or cause of action, the Member shall be deemed to have waived, and shall be forever barred from bringing or asserting such claim or cause of action in any suit, action or proceeding in any court or before any governmental agency or authority or any arbitrator. All notices or other communications sent pursuant to the Membership Agreement shall be in writing, sent by courier or the fastest possible means. Provided that the recipient receives a manually signed copy of the communication and the transmission method is scheduled to deliver within 48 hours, the notice or communication shall be deemed given when delivered to the address specified in the Membership Agreement. Any party may, by notice given in accordance with this clause to the other party, designate another address, person or entity for receipt of notices pursuant to the Membership Agreement.  
**9.6 Assignment:** The Membership Agreement is not assignable or transferable by the Member, except as agreed by both parties in writing.  
**9.7 Disputes:** GM and the Member recognise that disputes arising under the Membership Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to resolve disputes at this level. Failing resolution of conflicts at the organisational level, GM and Member agree that any remaining conflicts arising out of or relating to the Membership Agreement shall be submitted to mediation unless GM and Member mutually agree otherwise. If the dispute is not resolved through mediation, then the dispute is to be referred to Arbitration in accordance with clause 9.12 of the Membership Agreement.  
**9.8 Section Headings:** Title and headings of clauses of the Membership Agreement are for convenience and reference only and shall not affect the construction of any provision of the Membership Agreement.  
**9.9 Representations: Counterparts:** Each person executing the Membership Agreement on behalf of a party represents and warrants that such person is duly and validly authorised to do so, on behalf of such party, with full

right and authority to execute the Membership Agreement and to bind such party with respect to all of its obligations hereunder. The Membership Agreement may be executed (by original signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The making of payment by a party means that party has accepted the terms and conditions of the Membership Agreement.  
**9.10 Non-solicitation of Employees:** During the term of the Membership Agreement and for 12 months after the termination of the Membership Agreement, the Member will not solicit or cause to be solicited on its behalf (or on behalf of another person or entity) the employment or engagement of any personnel of GM with whom the Member had dealings in the 12 months prior to the termination of the Membership Agreement without GM's prior written consent.  
**9.11 Governing Law and Construction:** The Membership Agreement will be governed by and construed in accordance with the laws of the State of Victoria.  
**9.12 Arbitration:** Any controversy, dispute or claim arising out of or relating to the Membership Agreement or breach of the Membership Agreement shall be settled solely by confidential binding arbitration by a single arbitrator selected by the parties from the Mediator's List held at the Law Institute of Victoria. The decision of the arbitrator shall be final and binding. The parties will equally share the cost of engaging the arbitrator to prepare for and arbitrate the dispute. No party shall be entitled to, and the arbitrator is not authorised to award legal costs, expert witness fees, or any related costs of a party. The arbitration shall be held in a location agreed upon by both the parties and paid for equally by both parties.  
**9.13 Entire Membership Agreement:** The Membership Agreement, including any annexures, is the entire Membership Agreement between the parties and supersedes all other understandings, representations or Membership Agreements between the parties. The Membership Agreement may only be amended by a Membership Agreement in writing executed by the parties. Additional services may be added at anytime by request of the Member and agreement by GM. Such service or services shall be deemed to be provided in accordance with the terms and conditions of the Membership Agreement.  
**9.14 Force Majeure:** GM shall not be responsible for delays or failures if such delay or failure arises from causes beyond its control. Such causes may include, but are not restricted to, Acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, electrical outages, computer or communications failures, vehicle breakdown and severe weather, and acts or omissions of subcontractors or third parties.  
**9.15 Term & Termination:** The Membership Agreement shall remain in full force and effect for a period of no less than 12 months from the date of its acceptance by the Member, unless otherwise agreed by both parties in the Membership Agreement. The Membership Agreement will automatically renew at the end of the agreed period at the prevailing membership rate unless it is terminated by the provision of 28 days notice given in accordance with the Membership Agreement.  
**9.16 Early Termination Charges:** Early termination of the Membership Agreement by the Member prior to the completion of the agreed term of the Membership Agreement shall result in the Member incurring charges. These charges are calculated at 100% of the remaining balance of the contract.  
**10. Savings Guarantee**  
If stated:  
**10.1 Business Saver & At Home Saver:**  
To qualify for the Savings Guarantee a member must have signed-up to at least one of the services offered by a program partner. If after 90 days a member believes that they have not saved they must provide copies of both past and current bills / invoices for comparison. The payment of any credit to an account or voucher is deemed to have met the guarantee.  
**10.2 Refund Amount:**  
If no savings are evident a refund of the full membership for At Home Saver and of the membership cost less the administration / set-up fee for Business Saver will be returned to the customer within 30 days of confirmation of no savings.  
**11. Definitions**  
In these terms and conditions unless the context otherwise requires:  
**'Accepted Payment Card'** means one of the credit cards, charge cards or debit cards which a Member must use to make a payment, or such other form of payment as approved by GM from time to time;  
**'Program Partner'** means a business with which a Gordon Marvil Group Company has entered into an agreement to provide for Members to receive Benefits as a direct result of them being a Member of GM.  
**'Benefits'** means any of the facilities, discounts, services or arrangements offered or available to a Member as a result of membership in the Program;  
**'Card'** means the Gordon Marvil Membership card that GM may issue to the Member;  
**'Client'** means a person or entity that has contracted GM to provide services to them  
**'Company'** means GM or any related body corporate (as that term is defined in the Corporations Act 2001 (Cth)) of GM from time to time;  
**'GM'** means Gordon Marvil Propriety Limited ABN 86 132 694 341;  
**'GM Community'** means the program by that name operated in partnership between Telecom GM Propriety Limited ABN 40 137 669 688 and GM and administered by GM.  
**'Gordon Marvil At Home Saver'** means the Member and member benefits program operated by a Gordon Marvil Group Company;  
**'Gordon Marvil Business Saver'** means the Member program of that name;  
**'Gordon Marvil Group'** means all the Gordon Marvil Group Companies; **'gordonmarvil.com'** means the internet site;  
**'Member'** means a person who is a Member of the Program;  
**'Membership'** means being a Member of the Program.  
**'Membership Agreement'** means the Membership Agreement comprising these terms and conditions, including all schedules and attachments as accepted by the Member by either signing a copy of this Membership Agreement or by making payment pursuant clause 7 of this Membership Agreement.  
**'PIN'** means the personal identification number which may be issued to the Member by GM or nominated by the Member and accepted by GM (as applicable);  
**'Terms and Conditions'** means these terms and conditions incorporated into the Membership Agreement;  
**'Transfer'** in relation to benefits from Gordon Marvil Advantage or Gordon Marvil Club means that any benefits cannot be passed to another person, entity or business except with written permission from GM.



**GORDON MARVIL PTY LTD**

*At Home Saver.com.au*