



La Trobe University Guild

Member Benefits Card

Terms and Conditions

Introduction

- i) The following terms and conditions apply to the La Trobe University Guild Member Benefits Card program. It is the responsibility of cardholders to read the terms and conditions and understand them. If there is any conflict between what is set out in these terms and conditions and anything a cardholder has been told by La Trobe University Guild staff or its agents, the terms outlined in this document will prevail.
- ii) On joining the La Trobe University Guild Member Benefits Card program, the cardholder accepts and agrees to be bound by these terms and conditions. Cardholders who elect to voluntarily join the La Trobe University Guild must also adhere to the La Trobe University Guild Constitution, Statutes and Regulations; these can be found on the Guild web site at <http://www.latrobe.edu.au/guild>
- iii) The La Trobe University Guild will make every endeavor to ensure information about the membership program is available, complete, accurate and up to date, however, it cannot guarantee this and therefore is in no way responsible or liable for any information that is inaccurate, incomplete or out of date.
- iv) The La Trobe University Guild reserves the right to amend the terms and conditions of the Guild Members Benefits Card program from time to time and it will make every effort to advise members of any changes, but shall not be liable in any way for any failure to do so.

1. Definitions

“LTUG” means La Trobe University Guild

“Membership card” means The La Trobe University Guild Member Benefits Card

“Member” means a person who has applied for membership and is a current member of the La Trobe University Guild.

“Cardholders” mean all individuals who have applied for, or hold a La Trobe University Guild Member Benefits Card.

“Benefits” means any facilities, services, goods and products or discounts offered to a cardholder.

“Membership program” means The La Trobe University Guild Member Benefits Card Program.

“Members of the University” means the enrolled students of the University; the staff employed at all campuses of the University whether or not the University is the employer; members of the La Trobe University Alumni Association; and non-student and staff members of the Sports Clubs of the University.

2 Card Use and Provisions

- 2.1 A Cardholder must present their membership card when applying for or requesting any benefit associated with the membership program. Failure to do so will mean that the cardholder is ineligible to receive any benefits.
- 2.2 It is the responsibility of the cardholder to ensure they have their membership card at all times in order to access benefits, products or services associated with the membership program.
- 2.3 A cardholder or guild member is only eligible to apply for and receive one membership card.
- 2.4 The membership card is not transferable and sharing cards is not allowed. Any cardholder found to be breaching this condition will have their card and/or membership terminated.
- 2.5 Membership cards are valid for use until their expiry date or as otherwise terminated or cancelled in accordance with these terms and conditions. The expiry date is listed on the card.
- 2.6 The membership card is and remains the property of the LTUG and must be returned upon demand.
- 2.7 The LTUG reserves the right to cancel any membership card in the event of improper or unauthorized use.
- 2.8 The cardholder shall be responsible for advising the LTUG of any change of their details including name, address, contact details and student status.

3 Lost, Stolen or Damaged Cards

- 3.1 The LTUG is not responsible for lost, stolen or damaged membership cards. It is the responsibility of the cardholder to keep the card in a safe and secure place. In the event that a membership card is lost, stolen or damaged, a cardholder must request from the LTUG a replacement card. A replacement fee of \$20 applies to all replacement cards regardless of the circumstances.
- 3.2 If your membership card has been lost or stolen, you must present a copy of a Police Report or Statutory Declaration to verify your claim.
- 3.3 A cardholder is limited to one replacement card per membership year.
- 3.4 For replacement cards, visit The Guild Office, Level 1 Union Building, La Trobe University Bundoora.

4 Refunds

- 4.1 The amount paid for your membership card is non-refundable after purchase. We recommend that you take this into account before purchasing a membership card.
- 4.2 No refunds will be given on purchased membership cards except for students who withdraw or defer from their studies at La Trobe University up to 31 March of each year. The student must provide proof or documented evidence of their withdrawal or deferment or intermission of studies by the 31 March each year to be eligible for a refund.

5 Benefits

- 5.1 The LTU Guild reserves the right in its absolute discretion to withdraw, cancel, deny access to or in any way change any benefit advertised or offered at any time and the LTUG will not be liable for any direct, indirect, consequential or incidental loss, cost, damage or expense of any nature resulting from such withdrawal, cancellation or change.
- 5.2 Many of the benefits, products, goods and services offered as part of the La Trobe University Guild Members Card program are from third parties other than the LTUG. The LTUG shall not be held liable for any loss, damage or expense incurred in relation to benefits, products, goods or services offered by third parties. All cardholders should make their own enquiries regarding terms and conditions that apply to offers from third parties.

5.3 Any questions or dispute arising in respect of any benefits will be resolved by the LTUG in its sole and absolute discretion.

6 Disputes

6.1 Any disputes arising out of these terms and conditions shall be governed by the law of Victoria.

7 Information and Privacy

7.1 The LTUG may use your personal information to keep you informed of activities, promotions, discounts, events or any information associated with the membership program.

7.2 The LTUG will only use your personal information in accordance with the La Trobe University Privacy Policy. A full copy of the Privacy Policy is available at <http://www.latrobe.edu.au/privacy>

8 Membership

8.1 All members of the University shall be eligible to apply for subscribing membership of the Guild.