

IMPORTANT NOTE CONCERNING VOLUNTARY MEMBERSHIP

These terms and conditions were last updated on 13 January 2017.

Membership of the University of Sydney Union (USU) is voluntary.

Participation of the ACCESS Benefits Program (ACCESS) is voluntary.

If you wish to participate in ACCESS *and* are eligible to be a member of the USU, you agree and understand that by choosing to pay the ACCESS fee you are also volunteering to become a member of the USU.

If you are a resident of one of the University Colleges working in partnership with the USU (i.e. St Paul's College, St Andrew's College, St John's College, Sancta Sophia, Women's College, Wesley College, Mandelbaum House or International College), you agree that by accepting the ACCESS Card as part of your enrolment at the college you are agreeing to become a member of the USU and to remain a member of the USU whilst you are resident at that College.

If you are not eligible to be a member of the USU and wish to pay to participate in ACCESS you may do so, although the rights of USU membership will not be available to you. For details of eligibility, please see the USU constitution at www.usu.edu.au or 2.iii below.

Note that aspects of these terms and conditions cover non-members who choose to use the USU's products and services. i.e. sections 5, 11, 12, 13.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE COMPLETING YOUR MEMBERSHIP APPLICATION FORM. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS OR HAVE QUESTIONS IN RELATION TO THE TERMS AND CONDITIONS, PLEASE CONTACT:

The ACCESS Desk
Level 1, Manning House
Manning Road
University of Sydney, NSW, 2006
Phone: (02) 9563 6000
Email: info@usu.edu.au

UNIVERSITY OF SYDNEY UNION MEMBERSHIP AND ACCESS BENEFITS PROGRAM (PROGRAM) TERMS AND CONDITIONS OF MEMBERSHIP

1. GENERAL – The ACCESS Benefits Program

(i) The promoter of the ACCESS Benefits Program ("the Program") is the University of Sydney Union ABN 73 818 179 759 ("USU") of Level 5 Holme Building, Science Road, The University of Sydney, NSW, 2006.

(ii) The Program is a program administered by the USU that entitles participants of the Program to certain benefits as offered by the USU from time to time.

(iii) An applicant becomes a participant of the Program upon USU receiving a completed application form and payment of the relevant fee (Annual fee, Life of Degree fee, etc). All USU members and ACCESS Program participants acknowledge and agree to be bound by these Terms and Conditions. If there is any conflict between what is set out in the Terms and Conditions and anything a participant has been told by USU, its staff or its agents, the Terms and Conditions shall prevail.

(iv) These Terms and Conditions are effective as at the date of publication. The USU reserves the right to amend the Terms and Conditions of the Program from time to time. The USU shall use all reasonable endeavours to advise participants of any such changes, but shall not be liable in any way for any failure to do so.

(v) Each participant is responsible for remaining aware of the Terms and Conditions (as varied from time to time) available at usu.edu.au/accessterms.

(vi) The USU has your permission to contact you with relevant information regarding the Program and the USU, by email, telephone, SMS, social media and post.

(vii) Upon joining, participants of the Program will be issued with a bar-coded ACCESS card (physical and/or digital app) for identification purposes. The card is not transferable and remains the property of the USU.

(viii) Proof of identity will be required for your membership will be validated and before a card is issued or an app is downloaded in your name.

2. USU MEMBERSHIPS

(i) Membership of the USU is voluntary; membership eligibility is defined in the Constitution of the USU available at the "about us" section of usu.edu.au.

(ii) Persons eligible for USU Membership agree that the act of paying to participate in the ACCESS Program membership simultaneously enrolls them as a member of the USU and that by paying to participate in the ACCESS program they shall be deemed to have elected voluntarily to join the USU. All members of the USU, except Life Members, Associate Members, Honorary Members and Honorary Life Members must have a valid ACCESS membership and their ACCESS card (physical and/or digital) shall be their proof of USU Membership. For USU Life Members, proof of membership may be an ACCESS card, a Life Membership card or a Life Membership Medallion.

(iii) The following persons shall be eligible for membership:

(a) The Visitor of the University

(b) The Patron of the Union

(c) Graduands of the University (i.e. those who have completed their studies and, having satisfied the requirements for graduation, are awaiting their formal graduation ceremony);

(d) All members of Convocation of the University as defined in section 14(1) of the University of Sydney Act (e.g. Fellows of Senate and Graduates of the University of Sydney)

(e) Persons appointed by Senate to the USU Board who are not otherwise eligible for membership;

(f) Students enrolled in a course of study leading to the award of a degree or diploma from the University;

(g) Members of the full-time, part-time or casual staff of the:

(i) University;

(ii) Union;

(iii) Students Representative Council;

(iv) Sydney University Postgraduate Representative Association

(v) Student Association of Sydney College of the Arts; and

(vi) Sydney University Sport.

(h) Persons enrolled in any non-award course conducted by the University, including any course conducted through the University's Centre for Continuing Education;

(i) Persons enrolled in any course conducted by the Union

(j) Persons, who, having been a member of the Union in the preceding year, have been granted permission to defer their study; and

(k) Graduates and Graduands of such other universities or educational institutions as the Board may, by Special Resolution from time to time, prescribe after consultation with the University.

(iv) Membership fees may be paid annually or, in the case of multiple year cards, for consecutive future membership years.

(v) People ineligible for USU membership may participate in the ACCESS Benefits Program by paying the annual fee. Such participants shall enjoy all the benefits of the Program; however they will not be eligible for the rights associated with USU membership, including the right to attend or to vote at USU General Meetings or in USU elections.

(vi) ACCESS memberships expire on the date and year shown on the card. Participants must re-register by contacting the USU and satisfying the applicable requirements for registration in order to continue qualifying for benefits in the following year.

(vii) The USU may, at its discretion, extend the period for which ACCESS participation remains valid.

(viii) For the purpose of these Terms and Conditions, the terms USU membership (and associated fees and benefits), and ACCESS Benefits Program participants (and associated fees and benefits) may be interchangeable.

(ix) For all USU membership rights and ACCESS Benefits Programs offers please visit the USU website (www.usu.edu.au).

3. MEMBERSHIP REGISTRATION

(i) Application to join the program can be made on line at www.usu.edu.au, or in person at an on-campus sales point.

(ii) You must be an ACCESS participant in order to enjoy the benefits of the Program and you may be required to show your ACCESS card or app as proof of participation.

(iii) Registration requires a photo which will be printed onto your card or embedded in the app. Your photo must clearly identify you and no one else. Failure to provide a clear image may result in the cancellation of your participation in the Program. If there is an issue with the photo taken

on the digital card via the app, contact the ACCESS Desk immediately: Level 1, Manning House, Manning Road, University of Sydney, NSW, 2006, Phone: (02) 9563 6000, Email: info@usu.edu.au

(iv) There is no charge to download the USUaccess app, however USU may charge an administration fee for members opting to use the plastic card.

(v) The USU reserves the right, at its sole discretion, to refuse entry to the program to any applicant.

4. USU MEMBERSHIP AND ACCESS BENEFITS PARTICIPATION LIMITATIONS

(i) No USU member or ACCESS Benefits Program participant is an agent, contractor, representative or partner of the USU or ACCESS Benefits Program by virtue merely of membership or participation.

(ii) No USU member or ACCESS Benefits Program Participant has any power or authority to act for or to assume any obligation or responsibility on behalf of the USU or the ACCESS Benefits Program, to bind the USU or the ACCESS Benefits Program to any agreement, negotiate or enter into any binding relationship for or on behalf of the USU or the ACCESS Benefits Program or pledge the credit of the USU or the ACCESS Benefits Program except with the express written authority of the USU.

5. UNSUBSCRIBING FROM USU AND ACCESS COMMUNICATIONS

(i) As a member of the USU and participant in the ACCESS program you will receive communications from the USU from time to time. This communication may continue after your membership has expired.

(ii) You may unsubscribe at any time using the unsubscribe function on any nominated communication method or by contacting the ACCESS Desk– Address: Level 1, Manning House, Manning Road, University of Sydney, NSW, 2006, Phone: (02) 9563 6000, Email: info@usu.edu.au.

6. USU MEMBERSHIP AND ACCESS BENEFITS PROGRAM CANCELLATION AND REFUND POLICY

(i) a. No refunds of any kind will be processed if the request is received after the University Census Date (March 31 for Semester 1; August 31 for Semester 2).

Refunds for annual memberships will only be processed if a) the student is withdrawing from study, transferring to another university or going on exchange; and b) the application is received **before** the applicable University Census Date. This applies to:

- Full Year members applying for a full year refund before March 31
- Full Year members applying for a second semester refund before August 31

Refunds for Semester Only memberships (STABEX and second semester only enrolments) will only be processed if a) the student is transferring to another university, going on exchange or withdrawing from study altogether; and b) the application is received **before** the applicable University Census Date. This applies to:

- First Semester Only members applying for a refund before March 31
- Second Semester Only members applying for a refund before August 31

Similarly, Life of Degree memberships can be refunded (partially or in full) only if a student is withdrawing, transferring to another university or going on exchange, and only if the request is received before the appropriate University Census Date. Pro rata refund rates will apply – see ACCESS Program Refund tables below.

No refunds will be processed unless the ACCESS participant has official paperwork (e.g. university acceptance letters) that proves one of the above circumstances, and in the case of a physical card, it is returned to the USU.

Refunds are not available for change of mind, change of timetable or change of benefits.

Multiple year participation commenced before 2014 (where refund is applied for before the Census Date)

Refundable Value as of:	Membership Tenure		
	3 Year	4 Year	5 Year
1 st Year	\$210	\$275	\$345
2 nd Year	\$140	\$204	\$276
3 rd Year	\$70	\$136	\$207
4 th Year		\$68	\$138
5 th Year			\$69

Multiple year participation commenced before 2014 (where refund is applied for after the census date Census Date)

Refundable Value as of:	Membership Tenure		
	3 Year	4 Year	5 Year
1 st Year	\$140	\$204	\$276
2 nd Year	\$70	\$136	\$207
3 rd Year		\$68	\$138

4 th Year			\$69
5 th Year			

Multiple year participation commenced in 2014 and after (where refund is applied for before Census Date)

Refundable Value as of:	Membership Tenure	
	3 Year	5 Year
1 st Year	\$175	\$275
2 nd Year	\$120	\$225
3 rd Year	\$65	\$175
4 th Year		\$125
5 th Year		\$75

Multiple year participation commenced after 2014 and after (where refund is applied for after the Census Date)

Refundable Value as of:	Membership Tenure	
	3 Year	5 Year
1 st Year	\$120	\$225
2 nd Year	\$65	\$175
3 rd Year		\$125
4 th Year		\$75
5 th Year		

b. In accordance with the Constitution of the USU, a USU member may resign by presenting a notice of resignation signed by that member to the CEO. USU membership may also be terminated if a member has:

1. Failed to pay any sum outstanding to the USU
2. In the opinion of the Board be guilty of misconduct

(ii) The USU reserves the right in its absolute discretion to suspend or terminate the participation in the program of any participant for breach of these Terms and Conditions or for any conduct which the USU, in its discretion, deems to be unacceptable. In such cases, the participant will not be entitled to any refund of fees.

(iii) The USU reserves the right in its absolute discretion to withdraw, cancel, deny access to, or in any way change any of the benefits advertised or offered at any time and the USU will not be liable for any loss or damage suffered by participants resulting from such withdrawal, cancellation or change. The USU shall have no liability to any person for any variation in the benefits offered under the Program.

7. INDEMNITY AND LIMITATION OF LIABILITY

(i) To the fullest extent permitted by law, you agree to defend, indemnify and hold harmless the USU, its officers, directors, employees, contractors or agents for any liabilities, claims, demands, losses, costs and expenses (including without limitation legal costs), or for any direct, indirect, incidental, special, punitive or consequential damages, whatsoever resulting from:

- (a) any breach of your obligations under these Terms and Conditions; and
- (b) your violation of any third party right, including but not limited to any intellectual property rights or privacy rights; and
- (c) any claim or action brought or threatened by another person based on any facts which, if substantiated, would constitute a breach by you of your obligations under these Terms and Conditions.

(ii) Some benefits offered as part of the Program are provided by third parties. The USU shall not be held liable for any loss or damage in relation to the products or services provided by third parties. Members should make their own enquiries regarding the terms and conditions that apply to products or services offered by third parties.

(iii) In all cases, the liability of the USU for any default under any implied agreement compelled by any law is limited to the amount of the annual fee paid by the member.

8. CARD AND APP USE

(i) All ACCESS Benefits Program participants will be issued a physical and/or digital card.

(ii) The digital card can be found on the USUaccess mobile application (app) which can be downloaded from the App Store for phones operating on iOS or Google Play for phones operating on Android.

(iii) The app may contain links to third party web sites or services that are not owned or controlled by the USU. The USU has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that USU shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

(iv) By using the app, you consent to providing the USU with your mobile phone number and email address which may be used for marketing purposes in accordance with Section 12 of this document.

(v) ACCESS participants are entitled to obtain any applicable discounts for goods or services upon presentation of their physical or digital ACCESS card. Discounts are not available under any circumstances except upon presentation of a valid ACCESS card. ACCESS cards must be presented at the time of purchase or entry.

(vi) Entry into an event is subject to the terms and conditions that apply to that particular event (including any imposed by the promoter of that event or the venue owner). Possession of an ACCESS card does not automatically admit an ACCESS participant into that event.

(vii) When making purchases online or over the phone, you must provide your ACCESS Identification (AID) which can be found on your ACCESS card.

(viii) If you do not present your ACCESS card at the time of purchase/entry, then you agree that the USU is not liable for any claim by you for a refund. You agree that the USU is also not liable for any claim of refund if a discount is not given by a partner after presenting your ACCESS card at the time of purchase.

(ix) You may only use your ACCESS card for your own benefit. Your ACCESS card is non-transferable and cannot be used by another person. You may not lend or otherwise give your card to another person for their use.

(x) USU reserves the right to cancel your ACCESS participation and/or membership of the USU in the event of unauthorised use.

(xi) Coffee vouchers cannot be transferred between the app and card. If a member purchases six coffees from USU outlets on their app, the seventh free coffee voucher will be added to the app, and cannot be redeemed by using the card. Similarly if a member purchases six coffees on their card, the seventh free coffee voucher will be added to the card and cannot be redeemed by using the app.

(xii) Reward vouchers will be automatically uploaded to the member's app instead of the card unless the member specifies otherwise. If a reward voucher is uploaded to the app, the member cannot use their card to redeem the voucher.

9. LOST, STOLEN OR DAMAGED ACCESS CARDS

(i) It is your responsibility to take care of your ACCESS card and keep it and your AID secure. You must notify the USU promptly if your ACCESS card is lost, stolen or damaged.

(ii) USU will replace lost, stolen or damaged cards for a fee of \$5 for each replacement plastic card/s issued. Exemptions may apply if a Police Receipt can be presented for lost cards. Digital cards are free.

(iii) For replacement cards (or in the case of a digital card, if your phone is lost or stolen), you should contact The ACCESS Desk Level 1, Manning House, Manning Road, University of Sydney, NSW, 2006, Phone: (02) 9563 6000, Email: info@usu.edu.au.

10. USU MEMBER PACKS

(i) Upon joining or re-joining the USU and receiving your ACCESS card, you may be eligible to receive a member pack.

(ii) USU member packs are only redeemable on payment of the appropriate USU membership or ACCESS Benefits Program participation fee or as advertised.

(iii) Strictly one member pack per ACCESS cardholder (subject to availability of promotional stock).

(iv) Any ACCESS cardholder who tampers with the member pack process, or who fraudulently and dishonestly attempts to collect more than one pack will not receive a member pack and may have their participation of the Program and/or membership of the USU cancelled.

(v) Member packs are available strictly only while stocks last and are issued on a first come first served basis. Not all ACCESS cardholders will necessarily get a member pack.

(vi) The USU is not liable if any member pack is lost, stolen, damaged or tampered with in any way.

(vii) Member pack offers may change or be cancelled at any time without notice.

(viii) The USU makes every effort to ensure that member pack material is up to date and accurate, but accepts no liability for any direct or indirect loss or damage arising from use of or reliance on that information, even if it is inaccurate or out of date.

(ix) Member packs cannot be transferred or exchanged.

(x) Member pack value is calculated on the estimated dollar saving relating to each offer subject to compliance with the applicable offer terms and conditions.

11. THIRD PARTY OFFERS

(i) Other than to the University, USU will not pass on your details for marketing purposes to any third party without your permission; however we will, from time to time, pass on to you offers or benefits on behalf of third parties.

(ii) Some offers and benefits require ACCESS cardholders to register as a member with third parties. This is entirely at your discretion and in doing so you may be communicated with directly by the third party; such communication is no longer within the control of the USU. You may unsubscribe from these offers at any time by contacting the third party directly.

(iii) All partner offers are subject to the individual terms and conditions of the partner and may change or be cancelled at any time without notice to you. Changes will be published as soon as reasonably possible on the Program website, currently at www.usu.edu.au.

(iv) Partner participants in the Program may change at any time without notice. Notification of changes in partners will be displayed on the website (www.usu.edu.au) as soon as reasonably practicable.

(v) In making a purchase or accepting a partner offer, you enter into a contract directly with the partner concerned and not with the USU.

12. INFORMATION AND PRIVACY

(i) The USU is committed to ensuring that the collection, accuracy, use, disclosure, de-identification and destruction of your details comply with the [Privacy Act 1988 \(Cth\)](#) and National Principles.

(ii) The USU's Privacy Policy forms part of these Terms and Conditions. To the extent of any inconsistency, these Terms and Conditions shall prevail.

(iii) You have the right to view and correct or update your personal information by arrangement with the ACCESS Desk (Level 1, Manning House, Manning Road, University of Sydney, NSW, 2006, Phone: (02) 9563 6000, Email: info@usu.edu.au or through any facility set up for Members and Participants online.

(iv) You may access the personal information pertaining to you that you have provided to the USU by emailing the ACCESS Desk (info@usu.edu.au) and arranging a suitable time to do so.

(v) By joining the USU, and / or participating in the ACCESS Benefits Program, you agree that the USU may use your personal information to keep you informed of specials, promotions, events, competitions, discounts and free offers. You may be contacted via email, telephone, SMS and/or post where applicable. You may opt out of these communication paths at any time by giving USU notice in writing or by using the opt out / unsubscribe facilities on our promotional material.

(vi) USU may use your information for its own planning, research, marketing and product and service development.

(vii) The USU communicates with its members and subscribers and keeps them informed via a number of communications paths and cannot be held responsible for any member not being aware of a special, promotion, event, competition, discount and/or free offer or any member failing to take advantage of that offer and/or missing out on an opportunity. You are responsible for informing the USU of any change in your contact details.

(viii) The USU may share anonymous and aggregated membership information with current or prospective Partners for the purpose of securing better offers for members, or with data analysis specialists, data mail houses, data processing organisations and specialist call centres for the purposes of improving existing or potential benefits. When such disclosures are made, your personal information will be protected through confidentiality agreements and/or other contractual obligations.

(ix) Notwithstanding (viii), regulatory bodies; government agencies; law enforcement bodies and courts; and other parties to whom the USU is authorised or required by law to disclose information, including the University of Sydney

(x) USU will take all reasonable steps to ensure your personal information is protected from unauthorised access, misuse, modification and disclosure while stored or transmitted by it.

(xi) If USU already holds any personal information about you, this may be because it was obtained from the University of Sydney with your authorisation when you enrolled with the University, by other means of authorisation, or because it was existing information obtained with permission through your previous USU membership registration.

(xii) USU member and/or ACCESS cardholder feedback is welcomed at any time via info@usu.edu.au.

13. DISCLAIMER

(i) While the USU makes every effort to ensure information about the Program is available, complete, accurate and up to date, it cannot guarantee this and accepts no liability whatsoever if any information is unavailable, incomplete, inaccurate or out of date.

(ii) USU disclaims any and all warranties, express or implied, regarding the handling of any of your information, including personal information, by any third party.

14. DEFINITIONS

“**ACCESS card**” means the physical or digital identification card issued to members who have elected to participate in the ACCESS Benefits Program.

“**AID**” means ACCESS Identification and is the last six or seven digits on the barcode of your ACCESS card.

“**App**” means the USU ACCESS mobile application which can be downloaded from the App Store for phones operating on iOS or Google Play for phones operating on Android.

“Application Form” means the application form provided by the USU for the purpose of admitting new participants to the Program and or membership of the USU.

“Benefits” means use of the facilities, services or arrangements offered or available to USU Members and / or ACCESS Benefits Program participants from time to time.

“Cardholder” means anyone who, having made an application to join the ACCESS Benefits Program and paid the appropriate fee is in possession of a valid ACCESS card.

“Existing Life Member” means any graduate of the University who applied for, and was granted, Life Membership of the Union prior to January 1 2006.

“Life Membership card” means the card presented to Life Members upon the successful processing of their Life Membership Application. The cards show the Life Members' name and Life Membership number.

“Life Membership Medallion” means the medallion purchased by some Life Members upon the successful processing of their Life Membership Application. The Medallions are stamped with the Life Members' medallion number (different from their Life Membership number).

“Member” in relation to USU means anyone who satisfies the conditions of eligibility for membership as detailed in the USU Constitution and has joined the USU accordingly. “

“National Principles” means the National Privacy Principles prescribed by the Privacy Act 1998 (Cth) as amended from time to time.

“Partner” means any third party with whom the USU has an arrangement, from time to time, to provide goods or services to members and ACCESS Benefits Program participants.

“Participant” means any person who has applied for an ACCESS card and, having paid the necessary fee, been admitted to the program and presented with an ACCESS card.

“Privacy Policy” means the USU's privacy policy from time to time and as at the date of this Agreement as set out on the website (www.usu.edu.au). To view the USU's privacy policy please [follow this link](#).

“Program” means the ACCESS Benefits Program administered by the USU.

“Terms and Conditions” means these terms and conditions as varied from time to time.

“University” means the University of Sydney.

“USU” means the University of Sydney Union.

“Website” means the website of the USU, currently located at www.usu.edu.au.