

**LOYALTY PROGRAM REWARD SCHEME  
ACCESS GROUP AUSTRALIA PTY LTD  
TERMS AND CONDITIONS**

**Effective 25 June 2017**

**1. Introduction**

1.1 These Terms and Conditions:

- (a) apply to and govern the contractual relationship between the Program Partner and each Member with respect to the Reward Scheme made available by the Program Partner as a participant in the Qantas Business Rewards Program;
- (b) are effective as at the date specified above and may be amended from time to time; and
- (c) operate in conjunction with the Qantas Business Rewards Program Terms and Conditions (available at [www.qantasbusinessrewards.com.au](http://www.qantasbusinessrewards.com.au)) and in the event of any inconsistency or conflict the Qantas Business Rewards Program Terms and Conditions prevail.

1.2 The current Reward Scheme Terms and Conditions are available at [http://www.accessgroup.net.au/files/Access\\_Group\\_Qantas\\_Business\\_Rewards\\_Terms\\_and\\_Conditions.pdf](http://www.accessgroup.net.au/files/Access_Group_Qantas_Business_Rewards_Terms_and_Conditions.pdf). It is the Member's responsibility to read and understand them. Any queries regarding these Terms and Conditions should be directed to the Program Partner.

**2. Definitions**

2.1 Unless the context otherwise requires:

- (a) terms used in the Qantas Business Rewards Program Terms and Conditions and the QFF Program Terms have the same meaning in these Terms and Conditions; and
- (b) the following terms have these meanings in these Terms and Conditions.

**Eligible Customer** means a Qantas Business Rewards Member with their principal place of business in Australia.

**Eligible Products** means all equipment offered for hire or sale to the Member by the Program Partner.

**Member** means an Eligible Customer of the Program Partner.

**Program Partner** means Access Group Australia Pty Ltd (ACN 096 170 071) or any of its related bodies corporate (as that term is defined in the *Corporations Act 2001* (Cth)) as appropriate including (but not limited to): Access Rentals Australia Pty Ltd (ACN 104 523 088); Access Equipment Hire Australia Pty Ltd (ACN 131 094 874); Access Hire South Australia Pty Ltd (ACN 111 648 189); Access Hire New South Wales Pty Ltd (ACN 121 860 955); Forklifts Australia Pty Ltd (ACN 159 286 496); Generators Australia Pty Ltd (ACN 114 816 465); Lighting Towers Australia Pty Ltd (ACN 112 110 022).

**Reward Scheme** means, for the purposes of these Terms and Conditions, the Access Group Loyalty Program which is operated by the Program Partner.

**Terms and Conditions** mean these Reward Scheme Terms and Conditions which are administered by the Program Partner.

2.2 In these Terms and Conditions, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa; and
- (b) a reference to 'include' or 'including' means 'including but not limited to'.

### **3. Application of Reward Scheme Terms and Conditions**

By claiming any Qantas Business Rewards Benefit under the Reward Scheme, a Member agrees to be bound by these Terms and Conditions in addition to the Qantas Business Rewards Program Terms and Conditions.

### **4. Changes to Reward Scheme**

4.1 Subject to clause 4.2 and the Reward Scheme Terms and Conditions, the Program Partner may implement any changes (whether material or otherwise) to these Terms and Conditions and the Qantas Points offered in relation to Eligible Products, including changes to:

- (a) the ways in which Qantas Points are earned under the Reward Scheme;
- (b) Eligible Products; and
- (c) restrictions, conditions and eligibility to earn Qantas Points under the Reward Scheme.

4.2 The Program Partner will inform Members of material changes to these Terms and Conditions and where such changes will reduce the number of Qantas Points offered to Members under the Reward Scheme, when possible, give Members at least 30 days' notice.

4.3 Without limiting clause 4.1 in any way, Members will be taken to have received the notice referred to in clause 4.2 if the Program Partner or Qantas Business Rewards Program notifies Members of the change by sending an email to the email address in the Membership Account.

### **5. Termination or suspension of the Reward Scheme**

5.1 The Program Partner gives no undertaking as to the continuing availability of the Reward Scheme. The Program Partner may terminate or suspend the Reward Scheme at any time and will give at least 60 days' notice to Members of such termination or suspension, except if the Qantas Business Rewards Program ceases to operate, in which case the Reward Scheme will cease immediately.

5.2 If the Program Partner terminates or suspends the Reward Scheme, subject to the Qantas Business Rewards Program Terms and Conditions Members will be able to transfer Qantas Points during the notice period, except where:

- (a) Qantas is ceasing to operate an airline business and/or has gone into liquidation, receivership or other form of administration; and/or
- (b) the Program Partner ceases to operate its business and/or has gone into liquidation, receivership or other form of administration,

in which case Qantas Points in Qantas Business Rewards may be cancelled without notice.

### **6. Earning Qantas Benefits**

6.1 Only Eligible Customers can earn benefits.

6.2 Subject to the exclusions, limitations and other conditions specified in this clause 6, the Program Partner will award Qantas Business Rewards Benefits to Members at the applicable rate specified in the Program Partner Earn Table, or in any special offer, for Eligible Products paid for by the Member for the Member's business related purposes.

No Qantas Business Rewards Benefits will be awarded if the Eligible Product is cancelled, refunded or returned or if the Member breaches any of its obligations under the Program Partner's Terms and Conditions of Hire.

- 6.3 To earn Qantas Business Rewards Benefits in relation to an Eligible Product, the Member must quote its ABN at the time of hiring an Eligible Product and must comply with any other requirements or procedures advised by the Program Partner relating to the hire or purchase including paying all invoices within the Program Partner approved term for payment from the end of month following the invoice date.
- 6.4 It is the responsibility of the Member to check whether a product or other activity is eligible to earn Qantas Business Rewards Benefits, and if so how many Qantas Points or which other Qantas Business Rewards Benefits will be earned, before making a purchase or hire or undertaking the relevant activity.
- 6.5 Members must provide the Program Partner on request with documented verification of the hire or purchase of an Eligible Product. The Program Partner reserves the right to deny or revoke the crediting of Qantas Points at any time if the Program Partner determines that Qantas Points were improperly obtained or erroneously credited to a Member's Membership Account.
- 6.6 Unless otherwise determined by the Program Partner, Members are not eligible to earn Qantas Points in the Reward Scheme until payment of Access' invoices within the payment due date.
- 6.7 The Program Partner may offer additional opportunities to earn Qantas Points under a special promotion from time to time, in which case the terms and conditions referred to in the promotion will apply.

## **7. Crediting Qantas Points**

- 7.1 The Program Partner will endeavour to instruct Qantas Business Rewards to credit the applicable number of Qantas Points to the Membership Account within 45 days of full payment within the Program Partner approved term for payment following the invoice date of the Program Partner's invoices relating to the hire or purchase of the Eligible Products. It is the responsibility of the Member to check that the correct number of Qantas Points has accumulated in the Membership Account.
- 7.2 Claims for the crediting of Qantas Points retrospectively must be made by the Member to the Program Partner within 90 days after the hire or purchase of an Eligible Product. Unless otherwise specified by Qantas Business Rewards, claims for the crediting of Qantas Points cannot be made if the Membership is not current or if the Membership Account was not active at the time the Eligible Product was hired or purchased.

## **8. Suspension or termination of a Member or Qantas Points**

- 8.1 The Program Partner reserves the right to terminate a Member's participation in the Reward Scheme or withhold or cancel Qantas Points claimed under the Reward Scheme if a Member or any of the Member's representatives has attempted to claim Qantas Points under the Reward Scheme to which they were not entitled.
- 8.2 The Program Partner and Qantas Business Rewards will not be liable for any loss or damage whatsoever suffered by any person as a result of such withholding or cancellation and the Member is responsible for ensuring that its nominated Qantas Points Recipients are notified of this.

## **9. Personal Information**

- 9.1 The Program Partner will ensure that any personal information it receives in connection with the Reward Scheme will be collected, used and disclosed in accordance with the *Privacy Act 1988*

(Cth). In particular, the Program Partner may disclose personal information (such as names, ages, addresses, telephone numbers, email addresses, account numbers and transactions under Eligible Products) to Qantas to assist in the administration of the Qantas Business Rewards Program.

9.2 The Program Partner can be contacted for further details regarding the personal information the Program Partner may hold and advice about how personal information held by the Program Partner can be corrected.

## 10. Taxation Implications

10.1 The Program Partner recommends that Members and their nominated Qantas Points Recipients consult their accountant or tax adviser to ensure that they understand possible tax (including fringe benefits tax) implications, if any, related to their earning and use of Qantas Points under the Reward Scheme.

10.2 Each Member acknowledges and agrees that the Program Partner and Qantas will not be responsible and shall not have any liability for any tax or fringe benefits tax or other tax arising from a Member's participation in the Qantas Business Rewards Program or receipt of Qantas Business Rewards Benefits.

## ACCESS GROUP AUSTRALIA PTY LTD (ABN 55 096 170 071)

### Qantas Business Rewards Program Partner Earn Table

This table may vary from time to time in accordance with the [Reward Scheme Terms and Conditions \(http://www.accessgroup.net.au/files/Access\\_Group\\_Qantas\\_Business\\_Rewards\\_Terms\\_and\\_Conditions.pdf\)](http://www.accessgroup.net.au/files/Access_Group_Qantas_Business_Rewards_Terms_and_Conditions.pdf). It is the responsibility of the Member to check whether a proposed hire or purchase is eligible to earn Qantas Points, and if so how many Qantas Points will be earned, before making a hire or purchase.

<b>Program Partner</b>	
<b>Eligible Products</b>	All products offered for hire or sale by the Program Partner
<b>Qantas Business Rewards Benefit Earn Rate</b>	1 Qantas Point for every AU\$1 paid to hire or purchase Eligible Products