



## Member Subscription Agreement

Between

Comet-Star Pty Ltd (ABN 78 667 517 973) (**Campus Solutions**)

and

The Member (**You**)

### 1. Definitions and interpretation

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#### Definitions

1.1 The following definitions apply in this agreement unless the context requires otherwise:

**Business Day** means a day (other than a Saturday, Sunday or public holiday) when banks are open for business.

**Event of Default** means any of the following on the part of the Member:

- (a) committing any material or persistent breach of this agreement;
- (b) repudiating or, in the reasonable opinion of Campus Solutions, evincing an intention to repudiate, this agreement;
- (c) misleading Campus Solutions in any material way; and/or
- (d) an Insolvency Event occurring in respect of the Member.
- (e) non-compliance of payment terms and agreements with Suppliers.

**Fees** has the meaning given in clause 3.1.

**GST** has the same meaning given to that expression in the GST Law.

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth), as in force from time to time.

**GST Law** has the same meaning given to that expression in the GST Act.

**Insolvency Event** means, in respect of a party:

- (a) where the party is an individual, that party commits an act of bankruptcy or is declared bankrupt or insolvent or that party's estate otherwise becomes liable to be dealt with under any law relating to bankruptcy or insolvency;
- (b) where the party is Campus Solutions, a resolution is passed, or court order made for the winding up of that party or an administrator is appointed to that party pursuant to any relevant law;

- (c) a receiver or manager or receiver and manager is appointed to the assets or undertaking of the party or any part thereof; or
- (d) the party is otherwise unable to pay its debts as and when they fall due.

**our website means** <https://www.campussolutions.com.au/>

**Services** means the services provided by Campus Solutions to the Member being the operation of a buying group for campus retail operators.

**Start Date** means the date of this agreement or such other date as the parties may agree in writing.

**Supplier(s) means a supplier engaged by Campus Solutions to provide goods and services to members.**

## **2. Engagement of Campus Solutions**

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- 2.1 The Member hereby engages Campus Solutions to provide the Services to the Member, and Campus Solutions hereby accepts that engagement and agrees to provide the Services to the Member, in accordance with the terms of this agreement.

### **Commencement and duration**

- 2.2 Campus Solutions engagement with the Member will:
- (a) commence on the Start Date; and
  - (b) continue indefinitely unless and until it is terminated in accordance with clause 6.

### **Campus Solutions**

- 2.3 Campus Solutions agrees that it will:
- (a) Negotiate aggregated pricing with Suppliers on behalf of members;
  - (b) Maintain a list of members;
  - (c) Provide details of those members to Suppliers who are obligated to offer to supply goods and/or services to the Member;
  - (d) Communicate offers, product updates, programs and events relevant to Members;
  - (e) Provide business advocacy with Suppliers for the Member
  - (f) Provide guidance on government and other operating authority regulations or requirements.

### **Suppliers**

- 2.4 The relevant Supplier, and not Campus Solutions, is:
- (a) the supplier of the goods and/or services that you offer to purchase; and
  - (b) solely responsible for supplying you with those goods and/or services and for those goods/services themselves.

- 2.5 Campus Solutions do not act as agent for the Supplier and makes no representation or warranty, and provide no guarantee, that the Supplier will provide you with the goods and/or services that you offer to purchase, or that those goods/services will meet your expectations. You should satisfy yourself through your own enquiries as to the quality or suitability of any Supplier listed and any goods or services supplied, offered or recommended by or on behalf of a Supplier.

### **Supplier's terms and conditions**

- 2.6 Acceptance of an order creates a contract between you and the relevant Supplier in respect of the provision of the goods and/or services that are the subject of that order. Campus Solutions is not a party to that contract. That contract will be subject to relevant Supplier's own terms and conditions of supply. You will be responsible for investigating and reviewing the Supplier's terms and conditions of supply – including its policies on refunds, returns, cancellations and rescheduling, as applicable – prior to placing any order.
- 2.7 As part of Campus Solutions terms and conditions for Supplier listings, Suppliers undertake to Campus Solutions that they will offer terms and conditions that are favourable to the Member. Campus Solutions does not, however, hold the benefit of that undertaking on your behalf.
- 2.8 Suppliers reserve the right to change terms and conditions at their discretion with due notice in writing to Campus Solutions and its members.

### **Refunds from suppliers**

- 2.9 As between you and Campus Solutions, all amounts paid through this site are non-refundable. If, pursuant to the terms and conditions of the contract that is formed between you and any Supplier upon the acceptance of any offer that you make, if you are entitled to any refund, the relevant Supplier is solely responsible for providing you with that refund. Campus Solutions does not guarantee the provision of that refund to you and you must take action against the Supplier directly, and not against Campus Solutions, in order to enforce your entitlement to that refund.

### **Disputes between users and suppliers**

- 2.10 You are solely responsible for your interactions with Suppliers listed on our Website and Campus Solutions is not a party to any transactions between you and such Suppliers. We reserve the right, but have no obligation, to monitor and take action regarding any disputes between you and Suppliers.
- 2.11 If you believe that any Supplier from which you have purchased any goods or services through has failed to provide those goods or services to you, or that those goods or services did not meet your expectations, contact the Supplier directly. If your dispute with the Supplier is not resolved adequately, contact Campus Solutions to let us know so that we may take action against that Supplier if we consider it appropriate at our discretion to do so. Campus Solutions will not, however, act on your behalf, or on behalf of any Supplier, in respect of any dispute between you and a Supplier.

### **User acknowledgements**

- 2.12 You acknowledge that Campus Solutions does not:
- (a) check the truth or currency of any of the material or information that third parties provide or make available through our website; and

- (b) control, endorse, approve or warrant to you the merchantability or fitness for any particular purpose of any of the goods or services of any third parties referred to in our website or whose identities become known to you through our website, including suppliers of content that is published or made available in or through our website.

### **3. Pricing and invoicing**

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#### **Pricing**

- 3.1 The parties have agreed that the total price for the relevant Services (the Fees) will be \$45.99 per month (**inclusive** of GST). This will be billed monthly via direct debit on the anniversary sign up date (or \$550.00 as an annual billing if agreed upon by both parties).
- 3.2 The Fees will be indexed to CPI on 1 July every year.
- 3.3 Campus Solutions will invoice the Member for the first month's payment and then via monthly direct debit thereafter, or annually if agreed upon.

### **4. Payment**

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#### **Timing of payments**

- 4.1 The Member must pay the Fees to Campus Solutions every month, or annually as agreed upon.

#### **Method of payment**

- 4.2 All amounts to be paid by a party to another party under or in connection with this agreement must be paid by direct debit form and the Member must enter into the Direct Debit Form at the same time as this agreement.

### **5. Confidentiality**

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- 5.1 All pricing with Suppliers is to remain confidential between Campus Solutions, the Member, and the Supplier, without written permission from Campus Solutions.

### **6. Termination**

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#### **Termination for breach**

- 6.1 Campus Solutions may terminate this agreement immediately by notice to the Member if an Event of Default occurs in respect of the Member.
- 6.2 If Campus Solutions commits any material or persistent breach of this agreement, the Member may (but is not obliged to) provide Campus Solutions with a notice of breach in writing. If Campus Solutions fails to remedy the breach within 10 Business Days after the date of its receipt of such notice, the Member may terminate this agreement with immediate effect upon providing Campus Solutions with a further notice of termination in writing.

### **Termination with notice**

6.3 Campus Solutions may, without limitation to its rights under clause 6.1 terminate this agreement at any time by giving at least 1 month's written notice to the Member. The Member may waive all or part of such notice period.

### **Effect of termination**

- 6.4 In the event of any termination of this agreement in any circumstances and for any reason whatsoever:
- (a) the Member will remain liable to pay all Fees accrued up to and including the date of termination, whether or not invoiced prior to the date of termination; and
  - (b) Campus Solutions will send to the Member a final invoice for the balance of any unbilled Fees accrued up to and including the date of termination.

## **7. General**

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### **Entire agreement**

7.1 This agreement contains the entire understanding between the parties in relation to its subject matter.

### **Severability**

- 7.2 If a provision of this agreement is invalid or unenforceable in a jurisdiction:
- (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
  - (b) that fact does not affect the validity or enforceability of that provision in another jurisdiction, or the remaining provisions.

### **Amendment**

7.3 This agreement may not be varied except by written document executed by all of the parties.

### **Assignment**

7.4 A party must not assign or otherwise transfer, create any charge, trust or other interest in, or otherwise deal in any other way with, any of its rights under this agreement without the prior written consent of the other party.

### **Electronic exchange**

7.5 ACCEPTANCE OF THE TERMS AND CONDITIONS RELATING TO THIS AGREEMENT IS BY CHECKBOX ON THE CAMPUS SOLUTION WEBSITE.

### **Governing law and jurisdiction**

7.6 This agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by, and shall be construed in accordance with, the laws of New South Wales, Australia.

7.7 The parties irrevocably agree that the courts of New South Wales, Australia have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this agreement or its subject matter or formation (including non-contractual disputes or claims).

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