

APPLICATION FOR STARBUS MEMBERSHIP

Office Use Only
Membership No:

A _ _ _ _

Member Details Mr Mrs Ms Miss Dr

First Name: _____ Preferred Name: _____

Last Name: _____

Date of Birth: ____ / ____ / ____

Email: _____

Telephone: _____ Mobile: _____

Address: _____

Referred By:

Membership No: _____

STARBUS MEMBERSHIP COST & ENTITLEMENTS

A monthly fee of **\$49** dollars with a once of application fee of **\$10** entitles you to the following:

1. Two (2) transfers per night valid for each Friday and Saturday in every month between the hours of 4:00pm and 01:30am the following day;
2. A voucher to the value of \$80 that can be redeemed on Starbus Your Party Cruiser (the "Party Cruiser");
3. A maximum of three (3) Travel dates offered to you on the Party Cruiser during initial 12 month membership period;
4. Regular newsletter and information update via email; and
5. For every eight (8) members you introduce you will receive an \$80 voucher that can be redeemed on the Party Cruiser.

STARBUS MEMBERSHIP

1. Each member will be issued a photo ID card that is to be presented prior to entry on any STARBUS vehicle.
2. Lost, damaged, or mislaid membership cards are to be reported immediately. New cards will be issued for a fee (Currently \$20.00 cost)
3. Memberships are non-assignable, non-transferable and non-refundable.
4. Termination/Cancellation of membership is at the discretion of Starbus Management and a fee may be invoked.
5. Non payment or credit refusal will result in bank charges being added to outstanding amount.
6. Members are requested to give the **STARBUS** Co-ordinator (**0410 385 018**) as much notice as possible when requesting outward transfers. Return transfers are to be confirmed by 0100hrs unless prior pick up time is arranged.
7. We endeavour to meet all deadlines. We ask for your ultimate time of arrival at your destination and give a pick up time to coincide. Acts of nature, traffic conditions and tardiness of other STARBUS travellers are out of our control and we therefore hold no responsibility for arrival times.
8. STARBUS Your Entertainment Link service is a shared service.

By signing below I acknowledge and agree that:

1. Daniela Bus & Coach (Starbus) is under no obligation to accept this Application. The relationship between Starbus and I shall be exclusively governed by the Terms and Conditions attached.
2. I have read, understood and accept the Terms & Conditions.
3. The information I have given is true and correct to the best of my knowledge.
4. This Contract is subject to a seven (7) day cooling Off Period.

Consent of Image: No
(Clause 15 Refers)

Applicant Signature: _____

Date ____ / ____ / ____

TERMS AND CONDITIONS FOR STARBUS MEMBERSHIP

THIS IS AN IMPORTANT DOCUMENT - PLEASE READ IT CAREFULLY

Thank you for becoming a STARBUS member. This document sets out the terms and conditions of the membership. You may cancel your membership by written notice within seven (7) days from the date of this agreement.

DEFINITIONS

In these Membership Terms and Conditions the following definitions apply:

STARBUS means STARBUS Your Entertainment Link or Daniela Bus & Coach Charter Services.

We/us/our means STARBUS.

You means the member of STARBUS.

Zone means the area in which STARBUS operates from Thirroul in the North to Kiama in the South.

Contract/Agreement means the Application for membership and resulting Contract between you and STARBUS under which you will become a STARBUS member.

Minimum Term means twelve (12) months from the date of the Agreement.

Inappropriate conduct means fighting, use of illicit drugs, damaging property, unruly behaviour, bad language, harassing the bus driver or other passengers and the consumption of alcohol.

CONTACT

Daniela Bus & Coach Charter Services (STARBUS) Office

Address: 418 Crown Street, Wollongong NSW, 2500

Telephone: (02) 4227 4211

Fax: (02) 4227 4222

Mobile: 0410 385 018

Website: www.starbuslink.com.au

E-mail: info@starbuslink.com.au

MEMBERSHIP TERMS

- CONTRACT FORMATION** - a contract arises between you and STARBUS once the Application form has been signed, the Application fee paid and your application has been accepted by STARBUS.
- ACCEPTANCE BY STARBUS OF THIS APPLICATION/CONTRACT** – STARBUS is not obliged to accept your Application for membership.
- MINIMUM AGE** – You must be at least 18 years of age to become a member.
- ACCESS TO STARBUS VEHICLES** – You will be issued with a photo ID card that must be presented prior to entry on any STARBUS vehicle.
- CONSEQUENCE OF MISCONDUCT** - We reserve the right to refuse entry to any person, including you, and have the right to cancel your membership without warning or notice for serious inappropriate conduct. In the event of such behaviour you will be removed from the bus immediately. Should a subsequent event occur your membership will be cancelled.
- PAYMENT OF FEES** - Your (\$49) membership fee is to be paid monthly in advance. Bill Buddy Pty Ltd is our billing agent and you agree to complete the Direct Debit Request and abide by the terms and conditions of their Direct Debit Request Service Agreement.
- APPLICATION FEE** – There is a \$10.00 application fee for all new members. This fee is non refundable, even if you choose to cancel your membership within seven (7) days. This fee will be taken on the initial debit.
- COOLING OFF** – You have a period of seven (7) days from the date the Contract is formed to cancel your membership. You are required to inform us in writing. We will cancel your membership and refund to you your initial payment less an administration fee. If you wish to cancel your membership after the seven (7) day period additional fees will be charged.
- CANCELLATION/TERMINATION**
 - 9.1 Within Minimum Term for Medical or Relocation Reasons** - You can cancel your membership prior to the expiry of the Minimum term twelve (12) month Term without penalty if you become subject to medical incapacity or if you relocate to an area outside the Zone. You must produce supporting documentation to our satisfaction.
 - 9.2 Cancellation/Termination Fee within Minimum Term** – If you elect to terminate or your membership is cancelled within the minimum term you will be charged an early termination fee of \$49.00 per month or part thereof for every month until the minimum term expires.
 - 9.3 Termination after the Minimum Term** – You can terminate your membership after the minimum term if you give us thirty (30) days notice in writing.
 - 9.4 Cancellation When Changes Made to Terms & Conditions or We Breach Our Obligations** – You may terminate your membership in writing at any time if we change the Terms and Conditions, the STARBUS Rules, STARBUS services or if we are in breach of our obligations and do not remedy that breach within a reasonable time. No fees will be applicable in these cases.
- REFUNDS** - if you decide not to proceed and advise us in writing within the Cooling Off Period, you will be refunded your initial payment less an administration fee. Thereafter you are not eligible for any refund of money which you have paid to us for any reason.
- MEMBERSHIP FEE INCREASE** - We reserve the right at any time, after the minimum period, to increase the fees. We will provide written notice to the most current address you have supplied at least one month prior to the increase. Notices sent to you will be deemed received on the second business day after posting. If membership fees are increased and reasonable endeavours have been made to provide prior notice, you hereby authorise us to increase any direct debits to your credit card or bank account.
- CHANGE OF RULES/OPERATIONS** - We cannot guarantee that we will not need to amend or change the Terms and Conditions of membership, including but not limited to operating days and hours of service, from time to time. Any proposed changes will be notified to you in writing with thirty (30) days notice.
- COMPLAINTS & FEEDBACK** – We will endeavour at all times to assist you with any concerns you raise with us. Any complaint should be initially directed to the Transport Manager. Should you feel that the complaint is not resolved effectively you may forward it to the board of directors.
- CHANGE OF DETAILS** - You must keep us informed of any changes to your mailing address, email address, contact numbers, bank account & credit card details for payment and any other information relevant to your membership.
- IMAGE** – You will supply a suitable self portrait photograph to be attached to your membership ID card. By signing the Application form you consent to us using your image in any promotional material in relation to STARBUS.

Please note: A check box that has been ticked on the application form will exempt you from this process.
- UNENFORCEABLE CLAUSES** - Where a provision is deemed invalid or unenforceable the provisions will be deleted from the Contract but such deletion will not affect the validity and enforceability of the remaining provisions.
- GOVERNING LAW** – the Contract and your membership will be governed by the Laws of NSW, Australia and the NSW Courts will have jurisdiction over any disputes in relation to it.

DIRECT DEBIT TERMS

Refer **BillBuddy** Direct Debit Request and the **BillBuddy** Direct Debit Request Service Agreement forms included with this membership application

PRIVACY - Any information we obtain from you regarding your personal or financial position will be kept in the strictest of confidence.



Direct Debit Request Service Agreement

By signing our Direct Debit Request you acknowledge and agree to the following terms and conditions:

1. You authorise Bill Buddy to debit your nominated account in the manner specified by your Biller. Your Biller is the organisation providing you with the product or service for which we are debiting your account.
2. We will provide you with at least 14 days prior notice in writing if we propose to vary any of the terms of the debit arrangements in place between us.
3. You should contact your Biller if you wish to defer or alter any of the debit arrangements.
4. You will need to advise us in writing if you wish to cancel a Direct Debit Request. Such notice should be delivered to us at least one working day before the due date for payment or as otherwise stipulated in our Terms and Conditions.
5. If you wish to dispute any Debit Item you should refer to us in the first instance and we will seek to resolve the matter with you. If we cannot resolve the dispute you can contact your financial institution at which your nominated account is held. Your financial institution will then commence a formal claims procedure on your behalf.
6. Some financial institution accounts do not facilitate direct debits. If you are uncertain, you should check with your financial institution before signing a Direct Debit Request, to ensure that your nominated account is able to receive direct debits through the Bulk Electronic Clearing System.
7. Before completing the Direct Debit Request, you should check the details of your nominated account against a recent statement from your financial institution, to ensure that your account details are correct.
8. You agree that it is your responsibility to have sufficient cleared funds in your nominated account by the due date to enable payment of Debit Items in accordance with the directions of your Biller.
9. We will initiate the Debit Item on the due date as advised by your Biller. If the due date for payment falls on a day which is not a business day in Queensland, then the Debit Item will be processed on the next business day. You should enquire directly with your financial institution if you are uncertain as to when the Debit Item will be processed to your account.
10. If a Debit Item is returned unpaid by your financial institution, you authorise us to present a further debit for payment. Furthermore you authorise Bill Buddy to debit your account for our Dishonour Charge.
11. We will ensure the details of your personal records and account details held by us remain confidential. However, if you lodge a claim in relation to an alleged incorrect or wrongful debit, it may be necessary for us to release such information to your financial institution or its representative, or to our financial institution or its representative to enable your claim to be assessed.

