

Club Clipsal Membership Terms & Conditions

1. Interpretation

- 1.1. The following terms and conditions apply to all Memberships granted to Club Clipsal and are between Schneider Electric (Australia) Pty Limited ABN 42 004 969 304 trading as Clipsal by Schneider Electric (hereafter referred to as 'Clipsal' and the Member described on the application form ("Member"))
- 1.2. All references to Clipsal exercising its discretion shall mean Clipsal acting in its sole and absolute discretion.
- 1.3. The following terms shall have the following meanings:
 - Contractor** means an electrical contracting company or individual.
 - Clipsal** means Schneider Electric (Australia) Pty Limited trading as "Clipsal by Schneider Electric".
 - Club Clipsal Advisory Committee** means a user group represented by 2 Members from each State which Clipsal consults with from time to time.
 - Generator Program** means the points rewards program operated by Clipsal under the terms of the Generator Reward Program Terms and Conditions.
 - Member** means a member of Club Clipsal.
 - Renewal Fee** shall have the same meaning as set out in clause 4.1.
 - Renewal Term** shall have the same meaning as set out in clause 4.4.
 - Renewing Period** shall have the same meaning as set out in clause 4.4.

2. MEMBERSHIP

- 2.1. Membership of Club Clipsal is only offered to individuals and is not open to families, groups, companies, trusts, partnerships or government agencies.
- 2.2. Each individual applying for membership must complete the relevant online application and pay any Membership Fees due for that membership level. Membership is offered at the sole discretion of Clipsal and it reserves the right to accept or reject any application for Membership.
- 2.3. There are numerous types of Membership, each with differing criteria to participate. Following is a summary:
 - 2.3.1. SILVER MEMBERSHIP: The only criteria to join Silver Membership is that the person holds a valid Australian electrical contracting licence. Electricians can visit www.clipsal.com/clubclipsal to complete the online registration form or obtain an application form from their Clipsal by Schneider Electric Partner Business Representative.
 - 2.3.2. GOLD MEMBERSHIP: This is an invitation only Membership which may be awarded by Clipsal in its sole discretion if it believes a Contractor has demonstrated its commitment and continual purchasing loyalty to the Clipsal and Schneider Electric brands. Gold Membership is generally reserved for the Owner/Operator of the business. All applications must be assessed by a Clipsal Business Representative and approved by the State General Manager or Sales Manager of Clipsal. Contractors obtain an application form from their Clipsal Business Representative. Alternately, they can visit www.clipsal.com/clubclipsal and complete the Expression of Interest form.
 - 2.3.3. PLATINUM MEMBERSHIP: Platinum Memberships honour those Members who have been current and financial within Club Clipsal for a consecutive period of 20 years. An eligible Members will be notified at Membership renewal time if they are eligible for Platinum Membership. Alternatively, if a Member has served on the Club Clipsal Advisory Committee, they will automatically be promoted to Platinum Membership at the end of their term.

2.3.4. LEGENDS MEMBERSHIP: Legends Membership is for retired Club Clipsal Members wanting to stay involved and receive up-to-date information from the Club. Members are eligible for Legends Membership if they have been and current and financial Member for more than 5 years.

2.3.5. THE HUB: Membership for The Hub is exclusive to Australian manufacturers of switchboard builders who have demonstrated commitment and continued loyalty to the Schneider Electric brand. To express an interest in joining and to obtain an application form, manufacturers must speak to their Schneider Electric Switchboard Manufacturer Sales Engineer. All applications must be assessed by a Schneider Electric Switchboard Manufacturer Sales Engineer and approved by the State General Manager.

3. MEMBERSHIP DURATION

3.1. With the exception of the Silver Membership which does not expire, all other Memberships are only valid for 12 months and will expire on the 12-month anniversary of the renewal period close. Clipsal will review these Memberships each year prior to the renewal period to ensure Members meet the specific criteria relevant to each Membership group.

4. MEMBERSHIP FEES

- 4.1. Clipsal will charge the following annual fees for each Membership as set out below which will be payable for each year in advance upon granting of the Membership and any ongoing renewal of that Membership.:
- a) Silver – No Fee
 - b) Gold - \$90AUD including GST.
 - c) Platinum – \$60AUD including GST.
 - d) Legends - \$20AUD including GST for Members who have been a gold Member for less than 10 years. Gold Members retiring to the Legends who have served over 10 years Membership will incur not cost.
 - e)
 - f) The Hub - \$90AUD including GST.
- 4.2. Unless the Member elects to opt out in the Membership Form, Clipsal will redeem any outstanding Generator Points that the Member has against the fees set out below. If there are insufficient Generator Points, the Member will pay the balance.
- 4.3. Clipsal may increase or change the membership fees at any time without the requirement to provide any notice. If the Membership fee has already been paid for a particular year the change in fee will apply for the next renewal period
- 4.4. The Membership renewal term will commence two months prior to the following Membership year (“Renewal Term”). Clipsal will send out renewal notification at the commencement of the renewal period (“Renewing Period”). Members will receive a renewal notice and tax invoice via email advising that their Membership fee is due for renewal. Members will be able to pay via credit card on our secure online payments area, BPay, credit card over the phone or via cheque. Any New Members will be required to pay a membership fee upon joining for the existing year with the renewal fee due in the Renewing Period of the next calendar year.

- 4.5. Existing Members who renew outside of the Renewing Period will only renew for the balance of the existing year and will be required to renew for the next Renewal Term during the next Renewing Period.
- 4.6. Clipsal will issue each member with a tax invoice for the joining fee and if applicable the Renewal Fee. The tax invoice for the renewal fee will be issued with each renewal pack.
- 4.7. Awards received as part of this membership may be subject to personal income or other tax assessment. Members are advised to check with their accountant or tax adviser for further information
- 4.8. Business customers may be able to reclaim the Australian GST relating to their Membership. Members should consult their tax adviser to determine their eligibility to reclaim Australian GST. For more GST information refer to the [Australian Tax Office](#).

5. MEMBERSHIP BENEFITS

- 5.1. Upon renewing or joining, Gold, Platinum, and Hub Members will receive a Membership card and gift which will vary from time to time.
- 5.2. Legends Members will only receive a Membership card. Silver Members receive no gift or card.
- 5.3. The Benefits provided to each category of membership are as set out in the attached Schedule. Clipsal reserves the right to withdraw or change these Benefits at any time without notice.

6. CHANGES TO MEMBERSHIP PROGRAM

- 6.1. Subject to clause 6.2, Clipsal reserves the right to make any changes (whether material or otherwise) to the Club Clipsal program, these terms and conditions or any of the benefits available under the Club Clipsal program.
- 6.2. Clipsal will use its best efforts to advise Members of a material changes to these terms and conditions where such changes will limit benefits:
 - 6.2.1. Where the benefit is provided by Clipsal, upon two (2) months prior written notice;
 - 6.2.2. Where the benefit is provided by a third party upon thirty (30) days prior written notice.
- 6.3. For the purpose of providing notice under this clause, a Member will have been deemed to receive notice under clause 6.2 if the notice is emailed to the Member's email address provided to Clipsal by the Member when it joined.

7. REVOKING and CHANGE OF MEMBERSHIP

- 7.1. The relevant Clipsal Representative will work closely with them to ensure the appropriate levels are being met. If, after 12 months (or such other notified by Clipsal), the Member still doesn't meet the criteria, the Membership may be suspended or downgraded in accordance with clause 7.2 until the Member can demonstrate they are meeting that criteria.
- 7.2. Members who are no longer demonstrating loyalty to the Clipsal and Schneider Electric brands and meeting the criteria for their relevant Membership level in accordance with clause 6.1, may be offered by Clipsal to downgrade their Membership if applicable. This will be assessed by the Clipsal Representative on an ongoing basis. Alternately those demonstrating increased brand loyalty may be upgraded to another suitable Membership type which will be at the discretion of Clipsal..
- 7.3. Membership may also be revoked if a Member conducts themselves in a manner that's detrimental to Clipsal or "Club Clipsal" interests, its Members or the reputation of the Clipsal and Schneider Electric brands.

8. TRANSFER AND CANCELLATION OF MEMBERSHIPS

- 8.1. Members may cancel their Membership at any time. Membership fees will be refunded if the Membership is cancelled within three months of paying the Membership fee.
- 8.2. Membership is personal and not transferrable. If there is more than one employee for a contractor, then each employee will need to make an application which will be subject to the criteria and approvals for that Membership type.

9. MULTIPLE MEMBERSHIPS

Multiple Memberships may exist within a company. A Platinum or Gold Member must approve all new Memberships within the business.

10. TERMINATION OR SUSPENSION OF THE CLUB CLIPSAL PROGRAM

- 10.1. Clipsal gives no warranty as to the continuing availability of the Club Clipsal Program and Clipsal may terminate or suspend the Club Clipsal program at any time. Clipsal will give at least three months to Members of such termination or suspension.
- 10.2. The Members rights to cash out any points accumulated under the Generator Program will be governed by the terms of that program.

11. ADMINISTRATION OF THE ACCOUNT

- 11.1. Members are to advise Club Clipsal when their business circumstances or contact details change.
- 11.2. Upon completing a new Member application form, Members must provide a valid ABN and email address in order for an account to be set up within our online database. If a Member has obtained their Membership pursuant to clause 8 then the ABN will be the ABN of the company that employs it.

12. PRIVACY STATEMENT

- 12.1. Clipsal complies with the Australian Privacy Principles as set out in the Commonwealth Privacy Act 1988 (as amended from time to time). Clipsal only collects personal information required to provide Members with Membership services, information and benefits. If Clipsal is not provided with the personal information when requested, it may not be able to provide the Membership services.
- 12.2. Clipsal collects and holds personal information when a Membership application form is submitted. Clipsal also collects personal information by telephone, in person, by representatives or agents, by written correspondence or when a Member contacts Clipsal. By providing this information to Clipsal, Members agree to Clipsal by Schneider collecting, storing, using and disclosing such information as outlined in this privacy statement.
- 12.3. Without a Member's specific approval, Clipsal only uses and discloses personal information for the purpose of providing Membership services. The personal information Clipsal collect may only be disclosed to Schneider Electric related group entities, our employees, agents, subcontractors or third parties including but not limited to other partner programs.
- 12.4. At times, Clipsal uses external service providers who may have access to some personal information, for example, to mail out information or organize an event. Clipsal only discloses such information to the extent necessary for the service required to be provided.
- 12.5. Members may request access to the personal information held by Clipsal about them. Clipsal will correct any information that is inaccurate, incomplete or out of date. If a Member provides personal information to Clipsal about another individual or Member, the Member must ensure that

the other individual or Members have provided their consent and they have been made aware of the privacy statement.

- 12.6. If there are any changes to a Member's personal information which a Member has provided to Clipsal, a Member should inform Clipsal as they occur so that such records can be updated.
- 12.7. More detailed information is available in Clipsal's Privacy Policy, which is available on request.
- 12.8. To obtain the full Privacy Policy, enquire about any privacy issue or request access to information or correction of information, please contact privacy@au.schneider-electric.com

13. CONFIDENTIALITY STATEMENT

- 13.1. From time to time, Clipsal may disclose to Members, certain information or material that is confidential. This may include (but not limited to) information about existing or upcoming products, new innovations and/or Clipsal itself.
- 13.2. Clipsal will inform Members if a disclosure made is confidential, and this must be treated strictly confidential. This means Members must:
 - a) not discuss the confidential information outside of the Club Clipsal forum, where the information was disclosed
 - b) not make any copies, records or notes recording the confidential information
 - c) immediately return any documents or material containing confidential information to Clipsal, upon termination of the Membership or upon request by Clipsal.
- 13.3. Nothing in this statement prevents Members from making a disclosure if they are required to do so by law. However, if a Member is required to make a disclosure, they must inform Clipsal prior to making the disclosure, explaining the full circumstances of the disclosure. If that is not possible, as soon as possible thereafter.
- 13.4. These obligations survive the period of Membership with Club Clipsal. Members agree to indemnify and keep indemnified Clipsal for any loss, damage or costs that Clipsal incurs or may incur, if the Member breaches this undertaking. This includes legal or other costs of Clipsal, in taking any preventative action.

Schedule Benefits

The following Benefits can be changed at any time at the sole discretion of Clipsal.

BENEFIT	TERMS OF ACCESS	MEMBERSHIP TYPE (all members must be current and financial)
Generator	Refer to separate Terms & Conditions	Platinum, Gold, Silver
Premium Perks	<p>Toyota: Toyota vehicles must be registered under the member's business name, along with a valid ABN, to receive Gold Fleet Pricing. This offer is non-transferable. Toyota Fleet pricing can only be accessed by Club Members who have been active for a minimum period of three months. A Toyota FORM B must be provided by Toyota and signed off by Clipsal by Schneider Electric to confirm the discount.</p>	Platinum, Gold, The Hub
	<p>Contractors Debt Recovery: Assisting Contractors to recover unpaid invoices for work that has been completed. Contractors Debt Recovery runs payment claims against non-payers using the Security Payment Act. Contractors Debt recovery offers Club Clipsal members access to quick phone support on payment problems. Simply call 1300 GETMYMONEY</p>	Platinum, Gold, The Hub
	<p>ANZ: ANZ offers Club Clipsal members special conditions with its Business Select package and an ANZ Breakfree Home Loan package.</p> <p>Contact ANZ on 1800 036 013 between 8am - 8pm AEST, Monday to Friday For further details. ANZ Business Select Package</p> <p>With this package you receive: An everyday transaction account with unlimited ANZ transactions and waived monthly account service fee; Plus, you can choose from a range of optional business products including:</p> <ul style="list-style-type: none"> • Merchant terminal • Corporate Credit Card • Business Lending • Small Business Hub – which gives you access to free online tools, templates and forums <p>Choose the products you need to get a tailored solution that works for your business. Plus, the more products you select the more you save.</p> <p>ANZ Offer Cont.</p>	Platinum, Gold, The Hub

	<p>ANZ Breakfree Package This package bundles your home loan, bank account and credit card and provides the following savings including:</p> <ul style="list-style-type: none"> • Discounts on ANZ standard variable rate and ANZ fixed rate loans. • No Loan Approval Fees or Loan Administration Charges on loans linked to ANZ Breakfree Package. • Waived renegotiation or valuation administration fees. • Waived monthly account service fee on one ANZ transaction account. • Waived annual credit card fee on one ANZ credit card. 	
	<p>Thrifty:</p> <p>Thrifty provides Club Clipsal members with:</p> <ul style="list-style-type: none"> • Year round fixed low rates • Qantas Frequent Flyer points. 3 points for every dollar spent with Thrifty • 24-hour roadside assistance Australia-wide • Greatly reduced accident excess on vehicles • Client care card (for support/assistance during rental) • Thrifty's preferred renter program - Blue Chip • No credit card fees <p>When making a reservation always ensure you quote your Corporate Discount (CD) number: 4908003670 Please enter this number in the 'I HAVE A PROMOTION CODE' section on the Thrifty web site Phone: 1300 365 564 Email: reservations@thrifty.com.au Online: www.thrifty.com.au</p>	Platinum, Gold, The Hub
	<p>Marsh Insurance:</p> <p>Marsh is the preferred insurance provider for Club Clipsal members. Benefits for Club Clipsal members</p> <ul style="list-style-type: none"> • Reduced Public Liability Insurance Premiums • Customised Insurance designed especially for Electricians • Broad cover: designed to safeguard you and your business • Quick and Simple Process: an obligation free quotation arranged over the phone <p>Please contact Marsh directly on 1300 725 373 for an obligation-free quote or visit www.marsh.com.au</p> <p>For the full terms, conditions, exclusions and limitations of the insurance product, refer to the Policy Wording which is available from Marsh. This insurance is underwritten by AFA Pty Ltd on behalf of certain underwriters at Lloyds. Marsh arranges this insurance and is not the insurer.</p>	Platinum, Gold, The Hub
	<p>BUPA: <i>A healthy discount</i></p>	Platinum, Gold, The Hub

	<p>When Club Clipsal members join Schneider Electric (Club Clipsal) corporate health plan you'll receive a 5% discount off on their monthly premium.* <i>Claim more back each year</i> Club Clipsal members on corporate extras covers can increase the amount they can claim each year by a set amount for most services for the first six years. As part of Schneider Electric (Club Clipsal) corporate health plan you can start claiming at year 4 limits and will increase each year for the next 2 years. <i>Claim immediately on most extras</i> BUPA will waive all 2 and 6 month waiting periods on extras so you can enjoy the essentials like general dental, optical, physiotherapy and chiropractic straight away.^ <i>for other benefits please contact BUPA directly</i></p> <p>Call: 134 135 and quote ID 310442 Email: corporatecallback@bupa.com.au Visit: bupa.com.au/corporatebenefits (username: Schneider - password: healthplan)</p>	
	<p>Motorpass Fuel Card: The Motorpass fuel card offers you:</p> <ul style="list-style-type: none"> ✓ Convenience <ul style="list-style-type: none"> • Accepted at major fuel brands & most independents – that's over 90% of service stations Australia-wide • Accepted at 5,400 non-fuel partners Australia-wide ✓ Control <ul style="list-style-type: none"> • Odometer readings, litres purchased & fuel consumption shown on one statement ✓ Reporting <ul style="list-style-type: none"> • Fully itemised statements with separate GST & non-GST items • ATO-approved monthly statements - no need to keep receipts ✓ Savings <ul style="list-style-type: none"> • 1% discount on fuel and all purchases on your Motorpass card* • Diesel fuel savings at Motorpass Golden Network sites (visit www.motorpass.com.au for locations and discounts) • \$50 joining fee waived • Additional discounts at Motorpass non-fuel partners • Great savings on tyres, servicing, car parking, accommodation, car rentals, taxis & more • Up to 44 days interest FREE • Free BAS statements, FBT reports and Annual Tax Summaries provided <p>(please contact the Client Services team to activate**) • Free email exception alerts</p> <p>All of the above for only \$4.75 (incl. GST) per card per month For more information, contact the Sales team on 1300 130 523. *Excludes surcharge, late payment charge, part cash payment, refund, discount, rebate, non-fuel discount, non-fuel discount ngst, taxi service fee & mobile discount. **To activate free BAS statements, FBT reports and Annual Tax summaries on your account, please contact Client Services on 1300 366 109 upon receipt of your card/s.</p>	Platinum, Gold, The Hub

	<p>Employsure:</p> <p>Employsure is a complete workplace relations solution, enabling employers to protect their businesses by helping them to comply with workplace regulation and providing them with an indemnity against the prospect of a claim. Find out more from the website. For Club Clipsal members, Employsure are extending an exclusive offer by reducing the monthly fee by 10%.</p> <p>For a reduced monthly fee you receive:</p> <ul style="list-style-type: none"> • 24 Hour unlimited advice • A review of current practices • Employee contracts • Employee handbooks • Fair Work protection • No Hourly rates • No hidden fees • No upfront cost • Peace of mind <p>If you have 5 or less staff Employsure can also offer you our small business package which starts from \$115 a month.</p>	
Product Information	Switched On – Member to log into Clipsal.com and access MY BLOGS section	Platinum, Gold, Silver, Crew, The Hub
	Trade Product Guide – Posted to Members	Platinum, Gold, Silver, The Hub
	Product Brochures – Emailed and/or Posted to Members	Platinum, Gold, Silver, The Hub
Training	Marketing Courses – Invitation Only	Platinum, Gold, Crew, The Hub
	Product Training – Invitation Only	Platinum, Gold, Crew, The Hub
Social Functions	Regional, National & International - Invitation Only	Platinum, Gold, Crew, Legends, The Hub
Clipsal.com	<p>Feature on the:</p> <ul style="list-style-type: none"> • Trade Find an Electrician locator (automatic for all members) • Life Is On Find an Electrician locator (opt in by contacting Club Clipsal) 	Platinum, Gold
Business Opportunities	Invitation only	Platinum, Gold, The Hub
Connected Magazine	Three editions are published and posted to members each year.	Platinum, Gold, Legends, The Hub
Facebook	Private facebook group of which requests to be part of the Club Clipsal Group. Staff validates member authenticity before accepting request.	Platinum, Gold, Crew, Legends The Hub
Membership Card	Upon payment of join/renewal fee posted to members.	Platinum, Gold, Crew, Legends The Hub
Membership Gift	Upon payment of join/renewal fee. Gifts are able to be collected from each states local gift day event (dates to be advised each year in membership renewal notification) or will be delivered by the members Clipsal and Schneider Electric Partner Business Representative.	Platinum, Gold, Crew, The Hub

Star Awards	<p>Invitation only</p> <p>Category 1: STAR PROJECTS</p> <p>A) BEST RESIDENTIAL PROJECT (Build value under \$250,000) B) BEST RESIDENTIAL PROJECT (Build value over \$250,000) C) BEST COMMERCIAL PROJECT (Build value under \$500,000) D) BEST COMMERCIAL PROJECT (Build value over \$500,000) E) BEST INDUSTRIAL PROJECT (Build value under \$1,000,000) F) BEST INDUSTRIAL PROJECT (Build value over \$1,000,000)</p> <p>Category 2: STAR COMMUNITY - Contribution to a charity, cause or community.</p> <p>Category 3: STAR CREW MEMBER - Outstanding efforts above and beyond their years.</p> <p>Visit www.clipsal.com/clipsalstars and download the pro forma templates.</p> <p>Awards will be judged by Clipsal State Regional General Managers, and members of the executive team with the national awards will be judged by the Club Clipsal Advisory Committee.</p> <p>All entries are to be submitted by December 15, 2014. Limit one entry per award category.</p> <p>Our State Star Awards winners will receive a beautiful glass trophy for their office and a framed certificate to hang in their reception. Eight national winners will receive a beautiful glass trophy presented to them at a special VIP trip to Adelaide in April, 2015. At this trip, the overall National winner will be announced.</p> <p>Head office will contact State winners directly in February and publish them in the March, 2015 edition of Connected Magazine. In April, 2015, National winners will be notified by telephone to attend VIP trip to Adelaide in April.</p>	Platinum, Gold