

**1. Introduction**

- 1.1 These terms and conditions form the basis of and govern all aspects of the Program and you acknowledge that it is your responsibility to read and understand them.
- 1.2 By accepting, utilising or attempting to utilise the benefits provided under the Program, you agree to be bound by these terms and conditions in addition to the terms and conditions of use issued by each respective Program Affiliate in relation to the benefit accepted or utilised by you.
- 1.3 The Program currently comprises of any one of the M+ Grocery Program, the M+ Fuel Program or the M+ Health Program for each eligible loan entered into by you which commences at the beginning of the month following two full calendar months after settlement of your loan.
- 1.4 The M+ Grocery Program provides an ongoing discount off the retail price paid on all food, groceries, household and personal items purchased at participating Coles retail outlets nationwide.
- 1.5 The M+ Fuel Program provides an ongoing 25 cent per litre discount off the pump price on BP fuels, excluding automotive LPG. LPG may be purchased under the M+ Fuel Program at an ongoing 15 cent per litre discount.
- 1.6 The M+ Health Program provides an ongoing discount (inclusive of all other discounts offered by MPL) on a range of private health cover options for singles, couples, families and sole parents, of up to 100% of the standard Priority Package price.

**2. Program Affiliates**

- 2.1 BP, Coles and MPL are collectively referred to in these terms and conditions as the Program Affiliates. You acknowledge, understand and agree that the Program Affiliates are not responsible for any loan terms provided to you by us and that those terms are separate to these Program terms and conditions. You further acknowledge and agree that the Program Affiliates are separate entities from each other and M+ and do not act as the representatives or partners of each other or us.

**3. General**

- 3.1 You acknowledge, understand and agree that any terms and conditions relating to loans provided to you by us are separate to and are in no way affected by these Program terms and conditions and that the credit provider of your loan nor the Program Affiliate is responsible for any benefits provided to you by us under these terms and conditions.
- 3.2 All customers who participate in the Program will have their choice of benefit under the Program of any one of the M+ Grocery Program, the M+ Fuel Program or the M+ Health Program, for each loan agreement entered into by them subject to these terms and conditions and provided that the loan is an eligible loan. An additional benefit will be provided for any additional or subsequent eligible loan entered into by you, or you may choose to increase the level of your existing benefit.
- 3.3 We reserve the right to add to, vary or change these terms and conditions in our absolute sole discretion at any time. We will use reasonable endeavours to advise you of any changes to these terms and conditions, however, we will not be held liable in any way for any failure to do so. Please refer to our website at [www.m-plus.com.au](http://www.m-plus.com.au), from time to time, to view our current terms and conditions.
- 3.4 This offer cannot be used in conjunction with any other offer. No benefit offered or provided under the Program can be sold or exchanged for cash or any other form of consideration.

**4. M+ Fuel Program**

- 4.1 Each BP Card issued will be for the exclusive and sole use of the nominated cardholder. The cardholder must sign the BP Card issued to them immediately upon receiving it. A BP Card may not be accepted unless it carries the cardholder's signature.
- 4.2 For security purposes, each BP Card will be embossed with your or your nominee's name ("cardholder"), vehicle description, registration details and a signature panel is available on the rear. The BP Card will be supplied with a PIN and must only be used in respect of the details embossed on the BP Card. Any supply of discounted BP fuels from the BP Card, must be in the running tank of the vehicle described on the BP Card. Participating BP sites may require the person presenting the BP Card to state the registration number and brief description of the vehicle and sign the BP Card docket or sales voucher. You must comply with any such request.
- 4.3 Unless otherwise agreed with us and notwithstanding any details that may appear on any receipt, BP Card docket or sales voucher, you authorise us to debit your nominated account with the discounted fuel price following a fuel purchase (usually within 24 hours). The amount debited will include any transaction fee, monthly card management fee, other fees, government taxes and/or charges. You are not entitled to purchase and must not purchase goods or services (other than the permitted BP fuels) with your BP Cards. In the event that any other goods or services are inadvertently charged to the BP Cards issued to you and/or your nominees, the cost of these goods or services immediately become due and payable to us and you authorise us to immediately debit your nominated account for the full retail price charged at the participating BP site. Further, should you deliberately and/or repeatedly purchase any other products or services with the BP Card; we reserve the right to cancel your participation in the Program at our sole discretion.
- 4.4 You are fully responsible for and we will not be held liable for, any unauthorised use whatsoever of any BP Card issued to you and/or your nominee/s. If we consider that a BP Card has been used other than as permitted or contemplated by these terms and conditions, we may at any time instruct BP to retain that BP Card and forthwith cancel all benefits attaching to that BP Card as well as your ongoing participation in the Program.

- 4.5 All BP Cards remain the property of BP. You must immediately notify us as specified in clause 11.1 or BP as specified in clause 4.11 of these terms and conditions, of any BP Cards lost, stolen, no longer required or subject to unauthorised use. Further, upon request, you must return to us all BP Cards which are no longer used, have expired, been cancelled or are otherwise invalid. You are and will remain liable for any unauthorised BP Card use until all BP Cards issued to you and/or your nominees are returned to us and all funds outstanding on those BP Cards are paid in full.
- 4.6 We will periodically email or post to you, a statement of the BP Card transactions and any fees or charges for the relevant period for the BP Cards issued to you and/or your nominee/s. If you dispute any details appearing on your statement, you must notify us in writing as specified in clause 11.1 no later than 7 days after the date of the issuance of the statement. You must further provide particulars of the disputed details and such evidence as we request (including, but not limited to, a statutory declaration).
- 4.7 We will advise you by email of your volume limit each month and you must ensure that your volume limit is not exceeded for that or any subsequent month. Any purchases of BP fuels made on the BP Cards issued to you and/or your nominees in excess of your volume limit, for a particular specified period, will not be eligible for any discount and is immediately payable to us at the pump price. Any unused portion of your volume limit will expire and not be carried forward to the next month. We reserve the right to suspend your entitlement to a benefit until such time as any excess use is paid in full.
- 4.8 You agree that in the event of expiry, cancellation or invalidity of the BP Cards issued to you and/or your nominee/s, you will continue to be bound by all obligations and liabilities incurred by you and/or your nominee/s before such expiry, cancellation or invalidity.
- 4.9 We reserve the right to impose a daily purchase limit of 100 litres with respect to BP fuels purchased with the BP Cards issued to you and/or your nominee/s and you indemnify us and we have no liability if for any reason, a participating BP site refuses to supply or allow purchases of BP fuels to you on the BP Card and you must not withhold payment from any participating BP site because of any such refusal.

#### 4.10 Prohibited uses

You must not:

- 4.10.1 give the BP Cards issued to you and/or your nominee/s or the BP Card account number to others or allow others to use the BP Cards to obtain benefits, to use as identification or for any other purpose not contemplated by these terms and conditions;
- 4.10.2 use the BP Card to purchase anything for the purpose of resale;
- 4.10.3 return any goods or services obtained with the BP Card for a cash refund (except as permitted by the *Trade Practices Act 1974* (Cth). Refunds to the card are permissible.);
- 4.10.4 use the BP Card to obtain cash for a transaction recorded as a purchase;
- 4.10.5 exceed the specified volume limit in any identified period; or
- 4.10.6 obtain credit for any reason.
- 4.11 To report a lost or stolen BP Card, please telephone **1300 130 027**; 24 hours a day, 7 days a week. Please visit [www.m-plus.com.au](http://www.m-plus.com.au) from time to time for updates to these contact details.

#### 5. M+ Grocery Program

- 5.1 The benefits under the M+ Grocery Program will be provided to you by way of a Coles Card which can be used for the purchase of goods and services, at participating Coles Supermarkets, Coles Central, and Pick'n'Pay Hypermart and cannot be redeemed at Coles Online or Coles Express. We highly recommend that you check <http://www.giftcards.com.au/termsfuse> for specific details regarding inclusions and exclusions of the Coles Card.
- 5.2 By expressly accepting, redeeming or attempting to redeem the Coles Card, you acknowledge acceptance of these terms and conditions and agree to be bound by them. You agree that in the event of expiry, cancellation or invalidity of the Coles Cards issued to you, that you will continue to be bound by all obligations and liabilities incurred by you before such expiry, cancellation or invalidity.
- 5.3 We recommend that you treat your Coles Card like cash as lost or stolen cards will not be replaced or refunded. You are solely responsible for the use and safety of your Coles Card which will expire 2 years from date of issue and is not redeemable for cash or credit or store accounts.
- 5.4 All Coles Cards will be delivered to you via registered post to your nominated delivery address and will only be delivered to Australian residential street addresses. PO Boxes, Locked Bags and international delivery addresses will not be accepted.
- 5.5 Title to the Coles Card passes to you upon our receipt of proof of postage by Australia Post. Risk in the Coles Card passes to you once the Coles Card is activated by you or once the product is delivered to your nominated delivery address, whichever is the earlier.
- 5.6 If your Coles Card is damaged, or you believe that it has been tampered with prior to receipt by you, you must contact Coles Group & Myer Corporate Services immediately on 1300 725 159.
- 5.7 The full terms and conditions of use in relation to the Coles Card can be found at <http://www.giftcards.com.au/termsfuse> or to determine the Coles Card balance, expiry date or have any other enquiry, visit [www.giftcards.com.au](http://www.giftcards.com.au) or phone 1300 304 990.

## 6. M+ Health Program

- 6.1 The private health insurance options available through the M+ Health Program are provided by Medibank Private Limited ("MPL"), a registered health insurance provider.
- 6.2 By participating in the M+ Health Program, you and/or your nominee/s acknowledge acceptance of these terms and conditions and agree to be bound by them. You agree that in the event of expiry, cancellation or invalidity of your M+ Health Program benefits, you will continue to be bound by all obligations and liabilities incurred by you and/or your nominee/s before such expiry, cancellation or invalidity.
- 6.3 Any benefit received or obtained under the Program is subject to MPL's own fund rules and terms and conditions.
- 6.4 The benefits provided under the M+ Health Program will cease automatically upon the discontinuance of your loan originated through us, you may however continue to maintain your health insurance through MPL, at the full standard retail rate, by contacting MPL as specified in clause 11.3 to make alternative direct debit arrangements.
- 6.5 The level of discount provided under the M+ Health Program will depend on both the level of health cover you select in addition to any applicable Lifetime Health Cover loadings imposed upon you among other factors.

## 7. Your obligations, rights and warranties

- 7.1 By request made in writing, you may exchange or vary your selected benefit and/or nominate a nominee at any time in the future. Conditions may apply for such variation.
- 7.2 You will be required to provide us with a signed direct debit authority, by which you authorise us to debit your nominated account, with any discounted fuel price and/or any other amounts owing pursuant to the use of the BP card and/or with any premium remaining due after the subsidised premium has been paid by us, monthly on the next day following your purchase of private health cover. The calculation of the discounted fuel price and/or subsidised premium will include any transaction fees, other fees and any government taxes and/or charges or any other amounts owing pursuant to your participation in the Program as specified in these terms and conditions. You further agree to do all things necessary to allow the debits under that authority to occur as scheduled or on an alternative day nominated by us.
- 7.3 If we are unable to debit an amount payable under these terms and conditions from your nominated account, you must pay that amount immediately upon our demand. Amounts received by us will be applied in the following order: interest and fees, enforcement and legal expenses, government charges or duties, amounts due for benefit transactions. Any payment made by you will not be treated as made until the day it is unconditionally credited to us. You must notify us in writing as specified in clause 11.1 immediately of any change to your nominated account details and sign a new direct debit authority if required by us. We reserve the right, at our absolute sole discretion, to cancel your participation in the Program for any failure by you to pay any amount payable to us either when it falls due or upon any demand made by us.
- 7.4 You will be personally liable for any and all expenses, costs, taxes, charges, claims or liabilities of whatever nature arising from the provision or availability of any benefit pursuant to the Program, whether these are provided by us or otherwise.
- 7.5 You must advise us as specified in clause 11.1 of any change of name, address or other details within 7 days of the change being effected. We will not be held responsible or liable for any failure by you to notify us of your change in details.
- 7.6 You warrant that you have not made or attempted to make, any misrepresentations to us or any of the Program Affiliates. You further warrant that you will not act in any way, which is likely to be detrimental to our interests or those of the Program Affiliates and that you will not abuse any benefit or arrangements accorded to you as a result of your participation in the Program. You warrant that you will not act in any way, which in our reasonable opinion, breaches or is likely to breach these terms and conditions and you agree to comply with these terms and conditions at all times.
- 7.7 You may nominate a nominee to receive your benefit by completing a nomination form whereby your nominee/s will be the recipient of the benefit in accordance with these terms and conditions. Should you choose this option, you will be required to execute a personal guarantee and indemnity, by means of which you unconditionally agree to be fully liable for any conduct of and credit supplied to your nominee/s.

## 8. Your acknowledgments, indemnities and consents

- 8.1 You acknowledge that any goods or services obtained as a result of your participation in the Program from a Program Affiliate are exclusive from the services offered by us and you agree to indemnify us against any Program Affiliate failing to deliver on its obligations or commitments, whether expressed or implied, under any benefit provided to you as referred to in clause 8.2 of these terms and conditions.
- 8.2 You agree to indemnify us and our Program Affiliates, affiliates, agents, contractors, officers, directors and employees, from any liability whatsoever resulting from your and/or your nominee/s participation in the Program, against any loss or damage whatsoever suffered (including but not limited to indirect or consequential loss) or personal injury suffered or sustained as a result of your and/or your nominee/s participating in or acceptance of any benefit provided under the Program, including product liability (except any liability, which cannot be excluded by law). You agree to release and hold us and our Program Affiliates, affiliates, agents, contractors, officers, directors and employees harmless and indemnify us from any loss or damage you and/or your nominee/s may suffer, arising in connection with your and their participation in the Program.
- 8.3 It is a condition of participation in the Program that you consent to and authorise us to provide the information provided on your application form and other information that you may provide to us and our related body corporates, Program Affiliates, affiliates, insurers, agents, contractors, officers, directors and employees, for the purpose of providing services, including the provision of benefits to you, improving our client services, including by means of research, marketing, product development and planning. This clause is subject to the National Privacy Principles, national and state privacy laws including the *Privacy Act 1988* (Cth).

- 8.4 By accepting any benefit under the Program, you agree to be bound by these terms and conditions and provide your acknowledgement and consent required in (but not limited to) clauses 4.10, 5.2, 5.5, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 9.1, 9.2, 9.3, 9.4, 9.5, 10.1 and 12.4 of these terms and conditions. Any benefit received or obtained under the Program is subject to the rules and regulations laid down by the respective Program Affiliate providing the benefit.
- 8.5 If for any reason beyond our reasonable control, including but not limited to, any computer program or computer processor failure, we are delayed in delivering any product or service to you, our obligations to you under these terms and conditions are suspended for the duration of that event and you agree to indemnify us against any such suspension of our obligations to you.
- 8.6 You acknowledge that we may provide to or receive from a third party, fees or benefits relating to your taking part in or using any benefit provided under the Program.
- 8.7 You acknowledge that in the case where you select and use a construction loan facility, the benefit will not commence until after the loan is drawn down in full.

## 9. Our rights

- 9.1 We expressly reserve the right, without notice and in our absolute sole discretion, to modify, suspend, withdraw, cancel, withhold, deny access to or use of in any way, vary or change any benefit previously advertised, offered to or accepted by you at any time. We will not be liable for any loss or damage suffered by you resulting from such modification, suspension, withdrawal, cancellation, denial, variation or change. In particular, the Program may be terminated, without recourse by you or liability to us. No representation of ongoing benefits or support is made or given. We may offer an alternative program at our discretion, and without being obliged to do so. We give no warranty as to the continuing availability of the Program or any other benefit.
- 9.2 If payment of any amount owing by you to us is not made by the due date, you must pay on demand simple interest on the amount outstanding at a rate equal to the rate prescribed as at the due date under the *Penalty Interest Rates Act 1984* (Vic) calculated daily on the principal amount due and payable from the due date. You shall also indemnify us for any and all expenses incurred by us in relation to any enforcement of these terms and conditions, or the exercise, preservation or consideration of any rights, powers or remedies under these terms and conditions and including in each case, legal costs and expenses on a full indemnity basis and the costs of any professionals, agents or contractors acting on our behalf in respect of any recovery or attempted recovery of any amount due by you to us.
- 9.3 We reserve the right to vary the value of your benefit dependant upon the closing balance of your loan at the end of each month. In the case of the M+ Health Program, we will notify you with any increase in the cost of your chosen private health insurance option as advised or advertised by MPL. In the case of the M+ Fuel Program, we will notify you of your volume limit each month. In the case of the M+ Grocery Program, we will notify you of your Coles Card value each month. We will notify you by email of any such variation or notification.
- 9.4 Your entitlement to a benefit is dependant upon your loan being an eligible loan. An eligible loan is a loan with no payment arrears or a loan with a minimum closing monthly balance in excess of \$40,000. All benefits will be temporarily suspended (subject to these terms and conditions) at our discretion for any loan that is not an eligible loan.
- 9.5 In the event that you are in default with any of the terms of your loan or are in breach of any of these terms and conditions, your loan will not be an eligible loan and therefore reserve the right to suspend or cancel all your entitlements to any benefit provided under the Program indefinitely.
- 9.6 We can rely and act on any correspondence, facsimile, e-mail or other online communication we receive from you.

## 10. Fees and charges

- 10.1 We will charge you fees for administering your benefit in the form of transaction fees of sixty cents (60¢) for every direct debit transaction performed by us, a monthly card management fee of \$4.95 for each BP Card issued to you or your nominee, a monthly card management fee of \$9.90 for each Coles Card issued to you or your nominee which covers postage, handling & insurance costs, a dishonour fee of \$38.50 if your financial institution dishonours a direct debit from your nominated account and an administration fee of \$27.50 for each time your financial institution dishonours a direct debit from your nominated account. Each replacement and/or additional BP card issued to you will incur a \$22.00 fee. All fees stated in this clause are inclusive of GST.
- 10.2 Any payments received from you made by credit card, including any direct debit payment, will incur an additional surcharge of 1.65% (inclusive of GST) of the amount charged to the credit card.

## 11. Contacts

- 11.1 The following contacts must be used for (a) queries, (b) requests for new or replacement BP Cards, (c) notification of any change in your contact details, nominated account details, vehicle details, ownership, family details or legal identity and (d) any other enquiries.

M+	By telephone:	1300 733 537 (between 9.00am to 5.00pm Mon-Fri AEST)
	By facsimile:	1300 733 512
	By post:	PO Box 6896, St Kilda Road Central, Melbourne VIC 8008
	By email:	<a href="mailto:customer-service@m-plus.com.au">customer-service@m-plus.com.au</a>

For notification of lost or stolen BP Cards or unauthorised use, see clause 4.11.

11.2 The following contacts should be used for all your Coles Card enquiries of a general nature:

Coles    By telephone:                                1300 304 990 (available 24 hours a day, 7 days per week)  
          By post:                                        PO Box 340, Milsons Point, NSW 1565  
          By email:                                        <https://secure.giftcards.com.au/contact.aspx>

11.3 The following contacts should be used for (a) notification of lost or stolen MPL membership cards or unauthorised use, (b) queries, (c) requests for new or replacement MPL cards and (d) any enquiries of a general nature.

MPL     By telephone:                                131 680 (between 8.00am to 8.00pm Mon-Fri and 8.00am to 4.00pm Sat AEST)  
          By post:                                        GPO Box 81383, Brisbane, QLD 4000  
          By email:                                        [priority@medibank.com.au](mailto:priority@medibank.com.au)

## 12. Miscellaneous

### 12.1 General

12.1.1 If you are an Australian taxpayer, benefits received may be subject to personal income or other tax assessment. We recommend that you consult with your own accountant or tax adviser to ensure that you understand any possible taxation implications relating to your participation in the Program.

12.1.2 If GST is imposed on any supply made under or in accordance with these terms and conditions, you must pay to us an amount equal to the GST payable on or for the taxable supply, subject to you receiving (if required by law) a valid tax invoice in respect of the supply. Payment of this amount must be made at the same time as the payment for the taxable supply is required to be made in accordance with these terms and conditions.

12.1.3 If part or all of any clause of these terms and conditions is illegal, invalid or unenforceable, it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from these terms and conditions and the remaining provisions of these terms and conditions will continue to have full force and effect. These terms and conditions are governed by and will be construed in accordance with, the laws of the State of Victoria, Australia.

12.1.4 No waiver by us for any breach or non-observance by you or your nominee/s, of any of these terms and conditions will constitute a general waiver.

12.1.5 A certificate signed by an authorised representative of M+ relating to any amount outstanding due and payable, in the absence of manifest error, is conclusive evidence against you of the amount certified.

### 12.2 Exchange control, tax and anti-money laundering

You must comply with all applicable exchange control and tax laws governing the use of the Program. You indemnify us against any loss or liability as a consequence of your failure to comply with these laws. It is an offence under the *Financial Transaction Reports Act 1988* (Cth) to conduct transactions on an account, which may lead to an actual or attempted evasion of a taxation law, or an offence under any other Commonwealth or Territory law.

### 12.3 Privacy and personal information

12.3.1 Our Privacy Policy Statement sets out policies on management of personal information in accordance with the *Privacy Act 1988* (Cth) and can be found at [www.m-plus.com.au](http://www.m-plus.com.au)

12.3.2 To arrange access to personal information about you, or to request a copy of the Privacy Policy Statement, or to enquire generally about privacy matters, write to: The Privacy Officer, M+, PO Box 6896, St Kilda Road Central, Melbourne Victoria 8008.

### 12.4 Invitation

You invite us and our agents, Program Affiliates and our preferred alliance organisations (including insurance companies) to use your personal information for marketing purposes. This includes contacting you by telephone, mail or e-mail to discuss and agree any purchases of goods or services, or our products, and of any third party providing products jointly marketed with us. Please contact us if you want to withdraw this invitation and remove your name from our marketing lists.

## 13. Defined terms and interpretation

### 13.1 Words with special meanings

**"benefit"** means any of the facilities, services or discount arrangements offered or available to you from time to time pursuant to your participation in the Program;

**"BP"** means BP Australia Pty Ltd A.B.N. 53 004 085 616;

**"BP Card"** means BP Plus card and any other cards nominated by BP;

**"BP fuels"** means motor fuels including BP Ultimate, e10, super, unleaded and premium unleaded petrol, automotive LPG and diesel purchased by you under BP trademarks or otherwise and third party purchased automotive LPG and other fuel products nominated by BP from time to time;

**"Coles"** means Coles Supermarkets Pty Ltd A.B.N. 45 004 189 708;

**"Coles Card"** means the Coles Gift Card issued and managed by Coles Group & Myer Corporate Services;

**"Coles Express"** & **"Coles Online"** are trading names owned by the Coles Group;

**"Coles Group"** means Coles Group Limited A.B.N. 11 004 089 936;

**"Coles Group & Myer Corporate Services"** means the business unit of Coles Group responsible for managing and operating the Coles Group & Myer Corporate gift card program;

**"customer"** means the person that has entered into and settled a loan agreement originated by M+;

**"discounted fuel price"** means the cost difference between the pump price and the benefit under the M+ Fuel Program;

**"dishonour fee"** means the fee as specified in clause 10.1;

**"eligible loan"** means a loan as described in clauses 9.4 and 9.5;

**"GST"** means GST as that term is defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**"loan"** means a loan advance originated by us to you, secured by a registered mortgage over real estate;

**"M+"** means M Plus Property Loans Pty Ltd A.B.N. 35 057 387 256 which is the sole promoter and manager of the Program;

**"M+ Benefit Program"** means the M+ Grocery Program, the M+ Fuel Program and the M+ Health Program (each separately and together) offered by us, through which you receive a benefit;

**"M+ Grocery Program"** means the discounted food and grocery program offered by us through which you receive a benefit;

**"M+ Fuel Program"** means the discount fuel program offered by us through which you receive a benefit;

**"M+ Health Program"** means the subsidised private health insurance program offered by us through which you receive a benefit;

**"MPL"** means Medibank Private Limited A.B.N. 47 080 890 259;

**"nominated account"** means any nominated bank or loan account, from time to time, which you authorise us to draw amounts from, pursuant to these terms and conditions, under a signed direct debit authority;

**"nominee"** means a person nominated by you to receive your benefit entitlement pursuant to the Program;

**"participating BP sites"** means premises nominated by BP from time to time as accepting the BP card;

**"Program"** means the M+ Benefit Program;

**"Program Affiliate"** means those persons or entities each together and separately (including but not limited to Coles, MPL or BP) which have entered into an agreement with us, to supply a benefit to you pursuant to the Program;

**"pump price"** means the full retail sale price advertised to the public, for the relevant BP fuels on pumps or display boards at participating BP sites at the time of the BP card transaction or purchase;

**"purchase limit"** means the maximum volume of BP fuel that can be purchased daily as specified in clause 4.9;

**"subsidised premium"** means the cost difference between the normal standard retail prices offered at the time of purchase for the selected private health insurance option and the benefit under the M+ Health Program;

**"terms and conditions"** means these terms and conditions as amended by us from time to time;

**"us", "our" and "we"** means M Plus Property Loans Pty Ltd A.B.N. 35 057 387 256;

**"volume limit"** means the maximum total number of litres of BP fuels during a specific period notified by us and advised to you as eligible for discount from time to time;

**"you" or "your"** means the person referred to as the customer or if there is more than one person specified, you means each of those persons together and separately.

## 13.2 General interpretation

In these terms and conditions, headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise in these terms and conditions:

- (a) the singular includes the plural and the converse,
- (b) a gender includes all genders,
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning,
- (d) a reference to a person includes a corporation, body corporate, trust, partnership, unincorporated body or other entity and the converse,
- (e) a reference to a document or agreement include all variations, novations or replacements to it,
- (f) a reference to a clause or schedule is a reference to a clause of or schedule to these terms and conditions,
- (g) a reference to a person include that person's successors in title, transferees or executors of that person, permitted substitutes or assigns. 'including' means including without limitation,
- (h) a covenant or agreement on the part of two or more persons binds them jointly and severally under these terms and conditions, and
- (i) all monetary amounts referred to are in Australian dollars.

