

Membership Terms & Conditions

Membership Terms & Conditions – July 2018

1. Application

- a. These Terms and Conditions of Membership (Terms) are between the Bendigo Business Council trading as Be.Bendigo (the Chamber) and the Member. These Terms apply to every membership with the Chamber. These Terms prevail over any written terms and conditions of the Member (if any). The Member's payment of the Membership Fee and attendance of Membership Benefits constitutes full acceptance of the Member to the Terms.

2. Interpretation

- a. In these Terms:
 - i. Membership Benefits means Chamber functions and events; documents including newsletters, industry insight information; offers and discounts; and any other products and services as offered from time to time.

3. Period of Membership

- a. Membership is activated when the Chamber receives the Member's completed application form and payment/first instalment. The Chamber will issue the Member a receipt upon receipt of payment for a full twelve (12) month membership.
- b. Membership is for one (1) year commencing on the date the Member's membership monies is received, and is renewable on the anniversary of that date for a subsequent year.

4. Membership Fee

- a. To be a member of the Chamber, the Member must pay to the Chamber an annual membership fee (**Membership Fee**).
- b. The Membership Fee includes a non-refundable annual entrance fee of \$100.00. This fee must be paid to the Chamber even if the Member terminates their membership.
- c. Changes to Membership Fees will only be made at the time of annual renewal of your membership. The Chamber reviews prices and operations annually, taking effect 1st July. Members will be notified of intended pricing changes in their Membership Fee in the Member's invoice for their next membership period.

5. Payment of Membership Fee

- a. Annual Payment in Advance
 - i. Unless accessing monthly direct debit facilities, all Membership Fees must be paid annually in advance.
 - ii. An invoice will be sent to the Member before their membership renewal date which is payable prior to the Member's renewal date for Membership Fees paid annually.
 - iii. Membership may be suspended or terminated if the Member's payment is not received within thirty (30) days of the membership renewal date. In this circumstance, the Chamber reserves the right to recover the monetary benefit of any membership discount(s) received by the subscriber whilst the subscriber was in arrears.
 - iv. Payment in advance can be made via debit or credit card, through the Chamber's website payment facility, cheque or invoiced EFT.
 - v. Membership Benefits will not be delivered to or allowed for the Member until payment or evidence of payment has been received by the Chamber.
 - vi. The Chamber reserves the right to restrict access to Membership Benefits until payment has been cleared.
- b. Direct Debit Payment
 - i. The Chamber offers payment of the annual Membership Fee via monthly instalments via nominated financial institution.

- ii. If the Member pays monthly, the number of payments is twelve (12) payments per annum, debited on the day of each month nominated by the member.
- iii. If the nominated date of the direct debit falls on a public holiday or weekend, the Chamber will debit the account on the next business day. The Member agrees to pay the direct debit at the agreed frequency until the membership is amended or terminated in accordance with these Terms. Direct debits can take up to seven days to appear on your bank account depending on your bank's procedures.
- iv. It is the Member's responsibility to ensure that funds are available in the nominated account. If the Member's direct debit is dishonoured, the Chamber will request the funds again on the next specified drawing day. Should there be insufficient cleared funds on this next attempt, the Chamber will contact the Member to ask them to pay the amount in arrears by credit or debit card using the payment facility available on the Chamber's website. The Chamber reserves the right to suspend the membership until the arrears amount is paid.
- v. Should the Member's direct debit be dishonoured on more than one occasion, an additional \$10.00 administration fee will be charged in addition to the Member's outstanding direct debit amount. These fees will be required to be paid in full upon the Member's next visit or the Chamber will retrieve any outstanding funds on the Member's next scheduled debit day. In the event of payments being dishonoured on three (3) consecutive occasions, the Chamber reserves the right to suspend or terminate the membership, or require future Membership Fee payments to be made annually in advance.
- vi. Should the Member elect to pay their annual membership via monthly direct debit, their membership will be renewed automatically unless the Member cancels their membership by written notice to the Chamber at least thirty (30) days prior to the beginning of their new annual membership term.
- vii. Subscribers who elect to access monthly direct debit payments and who choose to terminate their membership within their annual membership term must have paid or pay the annual entrance fee of \$80.00 to the Chamber upon termination of their membership.
- viii. The Chamber reserves the right to cancel the direct debit arrangement if three (3) or more drawings are returned unpaid by the Member's nominated financial institute and to arrange with the Member an alternative payment method.
- ix. The Chamber reserves the right to restrict access to Membership Benefits until payment has been cleared.
- x. The Member is responsible for notifying the Chamber should they wish to cancel or make changes to the direct debit drawing arrangements, including changes to the Member's banking details. The Member must advise the Chamber in writing at least fourteen (14) working days prior to the next scheduled direct debit date.

6. GST

- a. All amounts quoted by the Chamber are GST exclusive unless otherwise stated. The Member will be liable to pay GST in addition to the amount quoted where a taxable supply is made by the Chamber.

7. Provision of Information

- a. Where requested by the Chamber, the Member must provide to the Chamber all information required in order to complete registration of the Member with the Chamber. Any personal information will be kept, stored and used according to the Privacy Act 1988 (Cth).
- b. The Member warrants that all information and any other materials provided to the Chamber is accurate and up-to-date, and the Chamber may rely on this information in carrying out the delivery its Membership Benefits.

8. Ownership of Intellectual Property

- a. Subject to any additional terms or special conditions provided by the Chamber from time to time, the Chamber grants the Member a non-exclusive, non-transferable, limited licence to use and display the Chamber's logo from time to time made available to the Member for the purposes only of advertising to its clients and the public that it is a member of the Chamber.
- b. All rights, title and interest (including all copyrights and other intellectual property rights) in the logo (in all forms) belong to the Chamber. The Member does not acquire any ownership or copyright nor other intellectual property rights or proprietary interest in the logo. The Member acknowledges that it does not have the right or permissions to sub-licence or on sell the logo to any other party.

9. Termination of Membership

- a. The Member may terminate their membership by giving 30 days' written notice to the Chamber.
- b. The Chamber reserves the right to terminate the Member's membership if the Member breaches these Terms, or refuses to/does not pay their Membership Fee.
- c. The licence granted under clause 8 (a) is revoked on termination of the membership.

10. Liability

- a. Nothing in these Terms limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties which are precluded from exclusion or modification and this Clause is only intended to limit the Chamber's liability where the law allows.
- b. Where permitted by law:
- c. The Chamber will not be liable for any loss, injury, claim, liability or damage of any kind resulting in any way from:
 - i. The unavailability or interruption to the supply of Membership Benefits;
 - ii. The Member's use or misuse of the Membership Benefits;
 - iii. The content of any documents provided to the Member, including newsletters, advice, industry insights;
 - iv. Any delay or failure in performance beyond the reasonable control of the Chamber (or its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of the Chamber or its affiliates; and each third party supplier of materials and their affiliates and any officer, director, employee, subcontractor, agent, successor, or assign);
 - v. Any negligence of the Chamber (or its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of the Chamber or its affiliates; and each third party supplier of materials and their affiliates and any officer, director, employee, subcontractor, agent, successor, or assign) within the performance of its obligations under these Terms.
- d. The Chamber (including its related entities, respective officers, employees and agents) excludes all liability (including negligence), for any personal injury or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the membership and without limiting the generality of the foregoing.
- e. The Chamber is not subject to, and the Member releases the Chamber from, any liability (including but not limited to consequential loss or damage) because of, inter alia: any delay in delivery or fault or defect in the work; negligent act or omission.
- f. The Chamber will not be liable for any loss or damage to the Member or any other party including loss of income.
- g. The Chamber's liability to the Member for loss or damage of any kind (including loss or damage caused by negligence) is reduced to the extent that the Member caused or contributed to that loss or damage.

11. Dispute Resolution

- a. The Member must notify the Chamber of any disputes by email.

- b. In the event of a dispute arising out of these Terms or relating to the membership, both parties must exercise reasonable endeavours to resolve the dispute including by way of mediation where appropriate.

12. Breach or Default Event

- a. If the Member is in breach of any of these Terms, the Member agrees that it will be responsible for all of the expenses incurred by the Chamber in enforcing its rights including recovering monies owed.
- b. If a default event occurs the Chamber may withhold further provision of Membership Benefits, and all amounts outstanding to the Chamber by the Member, even if not otherwise due for payment, will become immediately payable.
- c. A default event will occur if:
 - i. in the sole opinion of the Chamber, there is a material risk that the Member is, or will be, unable to pay amounts owing to the Chamber or perform any other obligation under these Terms and the Chamber gives notice in writing to the Member of its opinion
 - ii. the Member defaults in paying any sums due to the Chamber;
 - iii. the Member is an individual and becomes insolvent, bankrupt, commits any act of bankruptcy, compounds with or enters into any compromise or arrangement with its creditors;
 - iv. the Member is a company and has a provisional liquidator, liquidator, receiver, receiver and manager or official manager, trustee for creditors or in bankruptcy, voluntary administrator or analogous person appointed to it or its property;
 - v. the Member has judgment entered against it in any court and the Chamber gives notice in writing to the Member that, in its sole discretion, the Chamber considers it to be a default event; or
 - vi. a secured creditor seizes or takes possession of any collateral in the possession of the Member and the Chamber gives notice in writing to the Member that, in its sole discretion, the Chamber considers it to be a default event.

13. Force Majeure

- a. The Chamber shall not be in default or be liable for failure to observe or perform in accordance with these Terms for any reason or cause which is outside of the reasonable control of the Chamber, including without limitation, war, insurrection, riot, civil commotion, strikes, lockouts, industrial disputes, acts of god, act of governments, flood, storm, tempest, power shortages or power failure, or an inability to obtain sufficient labour, raw materials, fuel or utilities.

14. Amendment

- a. These terms may be changed, amended or altered in part, or in full, without warning by the Chamber. It is the responsibility of the Member, and his/her staff, to read and understand these Terms.

15. Miscellaneous

- a. The Member must not assign any rights or benefits under these Terms unless it has obtained the prior written consent of the Chamber, with such consent at the absolute discretion of the Chamber.
- b. All communications from the Member to the Chamber must be made in writing, including correspondence by email.
- c. The Chamber is entitled to rely on orders made by any employee, agent or contractor of the Member. Such orders shall be deemed to have been made with the authority of the Member and will be binding.
- d. The Chamber reserves the right to correct any errors or omissions of any kind in its offers, quotations, order confirmations or invoices, and the correction will be binding on the Chamber and the Member.
- e. These Terms are governed by the laws of Victoria, Australia and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria.

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- f. If any of these Terms are determined invalid, unlawful or unenforceable in whole or in part, such term shall be severed and the remaining terms shall continue to operate to the fullest extent permitted by law.
- g. These Terms and any alterations made in writing by the Chamber constitute the entire agreement between the parties in relation to the supply of the Membership Benefits, and supersedes all previous agreements or understandings between the parties including any inconsistent terms in previous Terms.