

# Terms and Conditions -Membership

## Name of Policy

Terms and Conditions Membership

## Policy Statement

Jobs Australia Limited is committed to providing exceptional service and benefits to our valued Members. This document outlines the Terms and Conditions governing the membership program. By becoming a Member, you agree to adhere to these Terms and Conditions, as well as any future amendments which may occur.

## Purpose

The purpose of these Terms and Conditions is to clearly define the rights, responsibilities, and benefits associated with being a Member of Jobs Australia Limited. This document serves as a legal agreement between Jobs Australia Limited and the individual Member, outlining what is expected from both parties to ensure a beneficial and compliant relationship. We encourage all prospective and current Members to read these Terms and Conditions carefully to fully understand the scope and limitations of the membership.

## Scope

Applicable to all levels of Jobs Australia Limited membership

## Member Eligibility

Any Not for Profit organisation (however incorporated) which is engaged in the delivery of programs and services to assist unemployed and/or socially disadvantaged people may apply for membership of Jobs Australia Limited.

There are 2 categories of membership, namely, Full Member and Associate Member. In these Terms and Conditions (Terms), Member means an organisation registered in the records of Jobs Australia Limited as a Member, whether a Full Member or an Associate Member.

Each Member agrees to comply with the rules set out in the Jobs Australia Limited Constitution, including paying the guarantee under clause 1.4 of the Jobs Australia Limited Constitution, if required.

**Guarantee**

*Each Member must contribute an amount not more than \$50 to the property of the Company if the Company is wound up while the Member is a Member, or within 12 months after they stop being a Member, and this contribution is required to pay for the:*

- (a) debts and liabilities of the Company incurred before the Member stopped being a Member; or*
- (b) costs of winding up.*

**Full Member Eligibility**

A Full Member must always be a Not for Profit organisation (however incorporated) which is engaged in the delivery of programs and services to assist unemployed people and/or socially disadvantaged people.

**Associate Member Eligibility**

An Associate Member must always be a Not for Profit organisation (however incorporated) that purchases professional subscription services provided by Jobs Australia Limited. Each Associate Member hereby agrees that it supports and will, for so long as it remains an Associate Member, continue to actively support the stated objects of Jobs Australia Limited.

**Applying for Membership**

Membership applications must be submitted to and assessed by Jobs Australia Limited.

Membership applications can be assessed by Jobs Australia Limited employees in the first instance and approved or rejected by appropriate delegates of the Board.

If a membership application is approved, subject to invoicing and processing being completed, Members will commence receiving services from Jobs Australia Limited.

**Purchase of Membership**

If the applicant is successful in its membership application, Jobs Australia Limited will, with as little delay as possible, notify the applicant in writing that membership is approved. A membership package will be sent by digital delivery to the applicant's selected email account. Membership packages should be received within 3 business days of processing by Jobs Australia Limited.

Jobs Australia Limited has the right to not accept a membership application in its absolute discretion.

Along with membership offerings, Jobs Australia Limited also offers a host of professional business services from experienced individuals as an add-on product offering (fee for service) (Business Services).

### Membership Fee

Jobs Australia Limited membership fees are set by the Board.

Membership fees are to be paid in full at the commencement of each financial year or, if determined by Jobs Australia Limited in its sole discretion, in monthly instalments over the course of the financial year.

Members must pay for the full year of membership, regardless of when they join during the financial year, subject to any pro rata adjustment determined by Jobs Australia Limited in its sole discretion.

### Privacy

Jobs Australia Limited will only use and disclose personal information it collects for its original purpose that is disclosed at the time of collection and subject to a Member 'opting out', for the purpose of direct marketing. Each Member consents to the use or disclose of their personal information for these purposes. However, Jobs Australia Limited may disclose personal information it holds where there is a legal duty to do so, including circumstances where a lawful duty of care to disclose information exists. Where this is the case, Jobs Australia Limited will notify the Member as to whom the information was given and what information was given.

### Terms of Membership

Subject to these Terms, including payment of fees, Jobs Australia Limited membership benefits will be available to Members from 1 July each financial year.

When amendments are made to these Terms that require legal consent or approval, Jobs Australia Limited will ask its Members for consent or approval. Jobs Australia Limited has the right to terminate the membership of Members who do not provide their consent or approval to the amended Terms. Members may terminate their membership agreement if they no longer wish to be tied to the amended Terms.

Jobs Australia Limited has the right, without prior notification to individual Members, to change these Terms. All changes will be published on its website and will become effective 14 days after publication, unless otherwise stipulated. Members should ensure that they inform themselves about any changes to these Terms.

Full Members have access to all relevant Member services delivered by Jobs Australia Limited as set out in the membership brochure from time to time. Associate Members have

the right to receive such information about the activities of Jobs Australia Limited as the Board may determine (in its absolute discretion) from time to time. An Associate Member shall not be entitled to:

- o Receive notices of meetings of Members of Jobs Australia Limited.
- o Vote at meetings of Members of Jobs Australia Limited.
- o Nominate candidates for election to the Board of Jobs Australia Limited.
- o Vote at elections in respect of Jobs Australia Limited.

Each Full Member shall appoint in writing a 'Representative' (that person alone shall be able) to act and exercise the Full Member's membership rights and vote at the meetings of Members of Jobs Australia Limited (see the Jobs Australia Limited Constitution for further information).

- o Each Member shall appoint a natural person to act as the 'Business Admin' responsible for the membership. All communication around an organisation's membership will be directed to this person.
- o It is the Member's responsibility to keep all contact's current.
- o Membership is not transferable.

### Misuse of Membership

In the event of misuse of the Jobs Australia Limited membership, Jobs Australia Limited has the right to exclude the Member(s) in question from the membership program. Such misuse may include, but is not limited to, behaviour which is troublesome or shows a lack of respect towards staff, partners or suppliers, criminal actions or actions that are generally regarded to be immoral, unethical or contrary to these Terms.

Members must not give non-Members access to their membership or circulate Member-only content, publications or resources etc.

### Fair Use

Access by Members to Jobs Australia Limited Business Services is governed by 'fair usage' terms.

Jobs Australia Limited may restrict access to Business Services if it deems that a Member service is unreasonable if its Business Services are used in a way that is contrary to the way we intended them to be used, or unacceptable.

### Termination of Membership

Subject to the Jobs Australia Limited Constitution and Rules, Jobs Australia Limited may:

- o expel a Member from Jobs Australia Limited;
- o suspend a Member from membership of Jobs Australia Limited for a specified period;

if Jobs Australia Limited is of the opinion that the Member has refused or neglected to comply with the Jobs Australia Limited Constitution; or has been guilty of conduct unbecoming a Member or prejudicial to the interest of Jobs Australia Limited.

Notice of termination, suspension or disciplinary action will be sent by pre-paid post to the Representative.

### Discontinuance of Membership

Should Jobs Australia Limited need to discontinue one or all memberships due to conditions pertaining to legislation, a court decision or a prohibition by public authorities, Jobs Australia Limited will not be held responsible for any losses to the individual Member that may ensue from this discontinuation. Jobs Australia Limited will, as far as possible, attempt to inform individual Members as soon as possible if the circumstances described above should arise.

### Membership Payments

Access to Jobs Australia Limited's services is dependent on a membership being financial. If membership is not paid within the renewal period, then service will not be provided until any outstanding monies have been retrieved.

Jobs Australia Limited will send no more than 3 renewal notifications throughout the renewal period.

Members will have 30 days to pay their renewal invoice, from the 'pay by' date.

Should membership not be paid within 30 days, membership will automatically be suspended by Jobs Australia Limited and access to all services will cease immediately. Access to Jobs Australia Limited's services will only recommence once membership is re-established as financial, and any outstanding monies have been retrieved.

### Feedback

Member feedback is important in helping Jobs Australia Limited provide a high level of service. If Members have any comments or questions about Jobs Australia Limited and the Business Services available, they should contact Jobs Australia Limited at [ja@ja.com.au](mailto:ja@ja.com.au)

### Cancellation of Membership

A Member who has paid all monies due and payable by it to Jobs Australia Limited can cancel their membership by giving notice in writing to the Secretary of Jobs Australia Limited such resignation.

Cancellation is to be made by a Member's Business Admin/CEO or equivalent, or its Representative.

### Refunds and credits

Membership fees will not be refunded once paid. Each Member agrees that Jobs Australia Limited will retain membership fees paid if their membership is terminated in any circumstances.

For events cancelled in consequence of an Uncontrollable Event, Jobs Australia Limited may at its discretion provide a Member with:

- o a refund to the original payment method; or
- o credit the Member can redeem on future events,

less any reasonable expenses incurred by Jobs Australia Limited.

“Uncontrollable Event” means any event or circumstance that is not within reasonable control of Jobs Australia Limited, cannot be reasonably prevented or circumvented by taking reasonable precautions and causes delays, or prevents Jobs Australia Limited from performing its obligations to Members including, without limitation:

- o Epidemics, Pandemics or other events placing restrictions on daily operations;
- o war; or
- o any act of God, flood, bush fire, drought, earthquake, landslide, storm, lightning strike, cyclone or other natural disaster.

As soon as practicable after it learns of an Uncontrollable Event necessitating the cancellation or re-scheduling of an event, Jobs Australia Limited will use best endeavours to notify Members accordingly.

A Member will not be given a refund if it changes its mind about attending an event.

### Related legislation, policies, procedures, processes, forms attachments

#### Terms and Conditions – Events

### Glossary of Terms/Definitions

**Member:** A business who has successfully completed the registration process and whose membership is currently active.

**Company:** Refers to Jobs Australia Limited, the entity offering and administering the membership program.

**Membership Fee:** The annual financial payment made by the Member to maintain active membership status.

**Benefits:** Privileges or advantages that are granted exclusively to Members, such as discounts, access to events, or publications, products and services.

**Renewal:** The process of extending membership for another term, usually involving the payment of an additional membership fee.

**Cancellation:** The act of terminating a membership before its natural expiry.

**Amendments:** Changes or modifications made to these Terms & Conditions.

**Exceptional Circumstances:** Unforeseen events or situations, defined at the discretion of the Company, that may warrant a deviation from standard policies such as refunds or cancellations.

**Activities:** Refers to any events, workshops, webinars, or any other functions organised by Jobs Australia Limited, either online or offline.

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### Document Version Control

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<i>September 2021</i>	<i>v1</i>	<i>Comprehensive review of T's &amp; C's by Cornwallis Lawyers</i>	<i>ELT had extensive input into the review</i>	<i>ELT</i>	<i>CEO</i>
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