

Central Hunter Business Chamber Membership Terms and Conditions



1. INTENDED LEGAL EFFECT

1.1 **Terms:** These Branxton Greta Community Business Chamber Incorporated trading as Central Hunter Business Chamber (CHBC) ABN 86 785 820 600 (CHBC) Membership Terms and Conditions (“**Terms**”), the CHBC Membership Online Application Form (the “**Form**”) and the Membership Agreements (together called the “**Agreement**”) contain the terms and conditions under which CHBC (“**CHBC**”, “**our**”, “**us**” or “**we**”) will provide membership and related benefits to the person or business (“**you**” or “**your**”) who has accepted those terms and conditions and submitted the Form.

1.2 **Entire Agreement:** This Agreement constitutes the entire agreement between us and you in connection with the membership provided under this Agreement, and supersedes all prior agreements, proposals, oral and written representations and negotiations. This Agreement starts when you accept the terms of this Agreement by signing or submitting the Form on the CHBC Website.

1.3 **No Amendment:** No modification to this Agreement, whether put forward in your Form or otherwise, shall bind us unless agreed to in writing by our authorised representative.

2. MEMBERSHIP

2.1 **CHBC Membership:** We agree to grant you a Membership of CHBC in consideration for your payment of the Fees, on the terms and conditions in this Agreement.

2.2 **General:** The membership services and benefits referred to in the Form and this Agreement may be provided by CHBC, Affiliated Entities or in association with pre-selected companies and service providers. Membership fees, membership packages, benefits, products and services are subject to change or withdrawal at any time without notice.

3. YOUR OBLIGATIONS

3.1 **Acknowledgement:** By submitting the Form, you:

- 3.1.1 apply for membership of CHBC;
- 3.1.2 agree to be bound by the Membership Agreements;
- 3.1.3 acknowledge that you have read and understood the Membership Agreements;
- 3.1.4 agree to comply with our Privacy Policy as well as any applicable privacy policy of NSWBC, Hunter Business Chamber and our Affiliated Entities (to the extent relevant);
- 3.1.5 consent to your personal information being used by us and our Affiliated Entities for collection, use, storage and disclosure of your personal information as set out in our Privacy Policy. We will use your personal information to provide membership, products and services and may also use it for product development and marketing communication purposes. You acknowledge that CHBC online directory is available to any third party who has internet access. For full details regarding our collection, use, storage and disclosure of your personal information, please see our Privacy Policy on our Website.

4. ENTITLEMENTS

4.1 **Express Inclusions:** The CHBC Membership granted under the terms of this Agreement entitles you to certain benefits for the period of your

Membership depending on the level of your Membership. Further details may be found on our Website however general Membership benefits include (but are not limited to):

- 4.1.1 receive all CHBC related communications ordinarily provided to CHBC members (including but not limited to member emails and newsletters as determined by CHBC from time to time);
- 4.1.2 voting rights in accordance with the Constitution;
- 4.1.3 member rates on CHBC events; and
- 4.1.4 Complimentary associate membership with NSWBC and Hunter Business Chamber, subject to applicable NSWBC and Hunter Business Chamber membership terms and conditions and policies available at www.nswbusinesschamber.com.au.

5. USE OF THE PLATFORM

5.1 **Platform access:** By using the CHBC Website, you agree to the Platform Terms and Conditions. Notwithstanding any other provision in these Terms, we reserve the right to cancel or to change, suspend, remove, or disable access to the Platforms, or other materials comprising a part of the Platforms, at any time without notice. In no event will we be liable (subject to clause 10) for making these changes. We may also impose limits on the use of or access to certain or all features or portions of the Platforms, in any case and without notice or liability.

5.2 **Breach:** If you fail, or we consider on reasonable grounds that you have failed, to comply with any of the provisions of this Agreement, we may, in our sole discretion and without notice to you, preclude or prevent your access to the Platform (or any part of it).

5.3 **No further access:** It is your sole responsibility to ensure you have backed up or saved any materials to the extent you are permitted to do so under your Membership during or after the Term. We will not be obliged to grant you further access to the Platform after your Licence has expired or ceased.

6. QUOTATIONS + BROCHURES

6.1 **Quotes:** Any quotation given by us is a mere invitation to treat and does not constitute a contractual offer. All quotations lapse 30 days after issue but we may vary or withdraw a quotation at any time.

6.2 **Brochures:** Our brochures and catalogues are published for general information only and do not constitute a binding contractual arrangement.

7. PRICE AND PAYMENT

7.1 **Prices:** Prices quoted in our published price lists or by our representatives are subject to change without notice and are not binding on us.

7.2 **Payment:** You must pay to us all applicable Membership Fees when required as set out in our invoice payment terms, or if not specified:

- 7.2.1 within 14 days of receipt of our invoice; and
- 7.2.2 payable in full by credit card or by electronic funds transfer to our nominated bank account or as otherwise directed by us from time to time.

For the avoidance of doubt, the full amount of annual Membership Fees is due for payment by you upon our

acceptance of you as a CHBC member. Any arrangement we may reach with you for the payment of Fees in monthly instalments or on a yearly basis is to assist your cash-flow but is an arrangement that may be withdrawn, varied or revoked by us at any time.

7.3 **GST:** CHBC is not registered for GST

7.4 **Annual membership:** CHBC Membership is provided on an annual subscription basis and will continue provided that your fees and payments owing to us in relation to any Membership or CHBC Products are not in arrears. We will notify you of any change to your annual Membership Fee.

7.5 **Cessation of membership:** In accordance with the Constitution, CHBC reserves the right to cancel any Membership where Membership Fees are in arrears for three (3) months or more. In this circumstance, CHBC reserves the right to recover the monetary benefit of any membership discounts(s) received by the member whilst the member was in arrears. CHBC reserves the right to withdraw the benefit of the Membership discount if payment for services received and/or products supplied are not paid in full within 14 days of receipt of the invoice.

7.6 **Commissions:** We may pay commissions or other amounts to authorised resellers, distributors or other persons in connection with this Agreement.

8. INTELLECTUAL PROPERTY

8.1 **Ownership of IP:** We own, retain and reserve and have rights of use under licence of all Intellectual Property Rights in all CHBC Products and all associated materials, including without limitation, any reports, documents, templates, forms, agreements or advices produced in connection with the CHBC Membership or CHBC Products, before or during this Agreement.

8.2 **No licence:** Except as expressly provided for in this Agreement (or applicable terms and conditions for the Product), nothing set out in this Agreement shall be construed as conferring to you or any other person any license or Intellectual Property Right, by implication or otherwise, under copyright or other Intellectual Property laws.

9. INDEMNITY AND WARRANTIES

9.1 **Indemnity:** You agree to indemnify and keep indemnified us and each of our Affiliated Entities, employees, officers, contractors and agents (for each of whom we hold the benefit of this indemnity upon trust) from any loss, damage, cost, expense, liability or claim (including reasonable legal costs and expenses) directly or indirectly arising out of, or relating to the Membership, related benefits and CHBC Products provided under this Agreement, including but not limited to any breach of this Agreement by you or our use of the material and/or information supplied by you as part of this Agreement.

9.2 **No warranty:** Subject to clause 10 and to the full extent permitted by law:

- 9.2.1 we disclaim any and all express or implied warranties, guarantees or representations regarding the fitness for purpose or otherwise of any information or advice contained in reports, templates, forms, documents, agreements or materials provided to you in connection with the Membership, CHBC Products or this Agreement; and
- 9.2.2 you acknowledge and agree that you have made your own independent enquiries and

do not rely on any representation or warranty by us in relation to this Agreement.

10. STATUTORY GUARANTEES + LIMITATION OF LIABILITY

10.1 Certain provisions of the *Competition and Consumer Act 2010* (Cth) and State, Territory or Commonwealth laws in Australia, as amended or replaced from time to time (collectively, **ACL**) provide consumers (as that expression is used in the ACL) and others with certain statutory rights in relation to goods and/or services acquired by those persons (collectively, the **consumer guarantees**).

10.2 Nothing in this Agreement excludes, restricts or modifies or purports to have the effect of excluding, restricting, limiting or modifying any condition, warranty, term or consumer guarantee specified or contemplated by the ACL or our liability under any such condition, warranty, term or guarantee or gives rise to any liability on our part or qualifies our liability in each case to the extent the same is unlawful or not permitted.

11. LAW AND JURISDICTION

11.1 **Governing Law:** This Agreement is governed by the laws applicable in the State of New South Wales.

11.2 **Jurisdiction:** Both parties agree to irrevocably submit to the jurisdiction of the courts of the State of New South Wales.

12. GENERAL

12.1 **Binding:** These Terms + Conditions shall bind our successors, administrators and permitted assigns and your executors and permitted assigns, or, being a company, its successors, administrators and permitted assigns.

12.2 **Assignment:** We may without notice to you assign, transfer and/or sub-contract our rights and/or obligations (in whole or in part) under these Terms. You may not assign, transfer, hold on trust or otherwise delegate any of your rights or obligations under these Terms without our prior written consent.

12.3 **Authorised persons:** Our employees are not authorised to bind us unless express written notice to that effect is given by an authorised person.

12.4 **Severability:** Each clause in these Terms is severable and if any clause is held to be illegal or unenforceable, then the remaining clauses will remain in full force and effect.

12.5 **Waiver:** Our failure to enforce, at any time or for any period of time any terms of the Agreement shall not constitute a waiver of such term and shall in no way affect our right later to enforce it.

12.6 **Headings:** Headings are included for ease of reference and do not form part of or affect the interpretation of these Terms.

13. DICTIONARY + INTERPRETATION

13.1 **Dictionary:** In this document, unless otherwise provided, the following terms shall have their meaning as specified:

Affiliated Entities means CHBC's subsidiaries, affiliates, related bodies corporate, associated entities and relevant partners (including NSWBC and its Affiliated Entities) as the case may be or the context requires from time to time.

Constitution means the constitution of CHBC, as amended from time to time and available on the CHBC Website.

Form means the CHBC Membership Application Form available at <http://centralhunterbusiness.com.au/>.

Intellectual Property Rights means all forms of intellectual property rights (whether registered or unregistered) in copyright, designs, patents, trade marks, domain names, trade secrets, know-how, confidential information, and all other similar proprietary rights and all extensions and renewals thereof anywhere in the world which currently exist and/or are recognised in the future.

CHBC means Branxton Greta Community Business Chamber Incorporated trading as Central Hunter Business Chamber (CHBC) ABN 86 785 820 600.

CHBC Products means products and services offered by CHBC and its Affiliated Entities from time to time.

Membership means the applicable membership (each having a specific level of benefits and inclusions) granted by us to you on the terms and conditions referred to in this document. These may be amended from time to time by us but currently comprise Business Basics, Business Essential, Business Leader, Community Member. Further details are available on our Website.

Membership Agreements means the Constitution, Terms, Products + Services Conditions, Platform Access Conditions and Privacy Policy.

NSWBC means NSW Business Chamber Limited (ACN 000 014 504).

Platform Access Conditions means the terms and conditions of access to all relevant platforms, electronic interfaces and websites of CHBC, NSWBC and Affiliated Entities, as amended from time to time.

Privacy Policy means the privacy policy of CHBC and Affiliated Entities, as amended from time to time.

Products + Services Conditions means relevant and applicable terms and conditions for the supply of products and services of or by CHBC, NSWBC or Affiliated Entities applicable to your membership or purchased or contracted by you, as amended from time to time.

Terms means the CHBC membership terms and conditions set out in this document.

Website means the CHBC website at <http://centralhunterbusiness.com.au/>.