

ADVANCE CAIRNS MEMBERSHIP Terms and Conditions 2018





DIRECT DEBIT REQUEST SERVICE AGREEMENT (DDRSA)

1. By signing the Direct Debit Request, you authorise Advance Cairns Limited (User ID Q15117) to arrange for funds to be debited from your account in accordance with the Agreement.
2. We will advise you at least 14 days in advance of any changes to the Direct Debit Request.
3. For all matters relating to the Direct Debit Request, including cancellation, alteration or suspension of drawing arrangements or to stop or defer a payment, or to investigate or dispute a previous payment, you should:
 - a. Contact Advance Cairns in writing and address to Advance Cairns PO Box 3065 Cairns 4870; and
 - b. Allow for 14 days for the amendments to take effect or to respond to a dispute.
4. If our investigations show that your account has been incorrectly debited, you will receive a refund of the drawing amount. If our investigations show that your account has been correctly debited, we will respond to your query by providing you with reasons and copies of any evidence for this finding. If we cannot resolve the matter, you can refer it to your Financial Institution, which will obtain details from you of the disputed payment and may lodge a claim on your behalf.
5. You should be aware that:
 - a. direct debiting through the Bulk Electronic Clearing System (BECS) is not available on all accounts; and
 - b. You should check your account details (including the Bank State Branch (BSB) number) directly against a recent statement from your Financial Institution. If you are in any doubt, please check with your Financial Institution before completing the drawing authority.
6. It is your responsibility to ensure that:
 - a. sufficient cleared funds are in the account when the payments are to be drawn;
 - b. the authorisation to debit the account is in the same name as the account signing instruction held by the Financial Institution where the account is held;
- c. suitable arrangements are made if the direct debit is cancelled:
 - by yourself;
 - by your Financial Institution; or
 - for any other reason.
7. If the due date for payment falls on a day other than a banking business day, the payment will be debited to your account on the next banking business day. If you are uncertain when the payment will be debited from your account, please check with the accounts department.
8. For returned unpaid transactions, the following procedures or policies will apply:
 - a. we treat the payment as if it was never made;
 - b. services may be suspended until the outstanding charges are paid; and/or
9. A dishonour fee will be charged to your account for drawings that are returned unpaid. We reserve the right to cancel the Direct Debit Request at any time if drawings are returned unpaid by your Financial Institution.
10. All Customer records and Account details will be kept private and confidential to be disclosed only at your request or at the request of the Financial Institution in connection with a claim made to correct/investigate an alleged incorrect or wrongful debit or otherwise as required by law.

DEFINITIONS

Unless otherwise defined, a term defined in the Agreement has the same meaning when used in this DDRSA and:

Account means the account nominated in the Direct Debit Request, held at your Financial Institution from which we are authorised to arrange for funds to be debited;

Agreement means the Terms and Conditions (including BPAY), including the Schedules to those Terms and Conditions, as amended from time to time;

Direct Debit Request means the Direct Debit Request between us and you as amended from time to time;

Financial Institution is the financial institution where you hold the account nominated in your Direct Debit Request as the account from which we are authorised to arrange for funds to be debited;

We means Advance Cairns, and

You means the Customer/s who signed the Direct Debit Request



MEMBERSHIP TERMS & CONDITIONS

1. PARTIES

These Terms and Conditions form the basis of the relationship between a Member and Advance Cairns Ltd.

2. APPLICATIONS FOR MEMBERSHIP

Applications for Membership will be proactively sought by the Executive and Board of Advance Cairns. Membership is personal to the Member and may not be assigned without the prior written consent of Advance Cairns.

3. REFUSAL OF AN APPLICATION

Advance Cairns shall be entitled at its sole discretion to refuse an application for membership.

4. DATA PROTECTION

Advance Cairns is committed to protecting its Member's privacy and processes personal information in conformance with the terms of the Privacy Policy. Please read the terms of the Privacy Policy now as they are deemed to be incorporated within and form part of these Terms and Conditions. Advance Cairns shall have, at its sole discretion, the right to publish Member's names (for example on Advance Cairns' website in a list of Members) and disclose the fact of an organisation's membership to third parties.

5. CONSTITUTION AND GOVERNANCE

Membership terms are at all times subject to and include requirements of the Constitution of Advance Cairns Limited A.C.N. 153 902 759, the regulations and by-laws approved by the Board and, The Charter of the Advisory Council, all as amended from time to time.

6. MEMBERSHIP FEES

Membership fees are charged annually. If a Member joins during a financial period, membership fees will be prorated.

Fees will attract GST. Advance Cairns is not registered as a Deductible Gift Recipient. Payments for membership fees are processed by direct debit as follows:

- Monthly Subscriptions – on the first working day of each month (and pro rata for part of a month as required).
- Quarterly Subscriptions – on the first working day of January, April, July & October (and pro rata for part of a quarter as required).
- Annual Payment – at the time of joining

In the event that there is a default with any of your recurring payments your membership

entitlements will be suspended until payment is made. If outstanding payments are not brought up to date in an acceptable time period, your membership will be cancelled.

Advance Cairns membership fees are also subject to the Direct Debit Request Service Agreement (DDRSA) terms if recurring payments are being debited from a Bank Account or the Credit Card Direct Debit Terms if recurring payments are being debited from a Credit card.

7. CONFIDENTIAL INFORMATION

Each Member shall ensure they do not disclose any confidential information which may come into their possession, custody or control by reason of their membership. Confidential Information means all data and papers, materials and information in whatever format or medium it is held, which is held or compiled by, or supplied to the Members by Advance Cairns, and which is identified by Advance Cairns as being Confidential Information. The following shall be exempt from this requirement:

- any and all parts of such data and papers, materials and information which is or becomes public knowledge other than through any act or omission of the Member constituting a breach of their obligations under these Terms and Conditions;
- any and all parts of such data and papers, materials and information which a Member can prove by documentary evidence was already in its possession and at its free disposal at the time of the disclosure;
- any and all parts of such data and papers, materials and information received in good faith from a third party having no obligation of confidentiality and which is free to disclose such data and papers, materials and information;
- any and all parts of such data and papers shared between a Member and other companies forming a group of companies to which that Member belongs.

The obligations of confidentiality contained in this clause shall continue in force regardless of any earlier termination of membership for whatever reason.

Further, more detailed, information relating to specific data may be made available, subject to the terms of a specific non-disclosure agreement entered into at that time.

8. PROGRAM PARTICIPATION



Only Members shall have the possibility of participating in Advance Cairns programs provided for the exclusive use of Members. Members who are invited to become program participants may be required to enter into further agreements with Advance Cairns before participating in any given program(s).

9. GROUPS OF COMPANIES

Where a company that forms part of a group of companies becomes a Member, this does not entitle any parent or subsidiary of the company to automatically become a Member. Each company within such a group shall be required to establish a separate membership.

For the avoidance of doubt, where a Member is part of a group of companies the Member shall not be entitled (subject to any conditions or restrictions on numbers of individuals Advance Cairns may impose regarding access to confidential information) to share information provided by Advance Cairns, including confidential information, with other companies in the group unless the company(s) receiving such information is a Member of Advance Cairns, or unless permission is expressly granted by Advance Cairns for such information to be distributed without restriction.

10. TRADE ASSOCIATIONS, MEMBERSHIP-BASED ORGANISATIONS AND OTHER COLLECTIVE INDUSTRY BODIES

Members who are associations, membership-based organisations or other collective industry bodies shall not be entitled to disclose information provided by Advance Cairns, including confidential information, to their associates or members unless permission is expressly granted by Advance Cairns. For the avoidance of doubt, any such associate or member shall be required to apply separately for Advance Cairns membership.

11. SECURITY OF FACILITIES

Members shall ensure that no computer viruses or similar problems are intentionally introduced into the Advance Cairns website or other computer based interactions, or into those of any other Member to which a Member has access as a result of its membership.

12. ACCURACY OF INFORMATION ON MEMBERS

Each Member that displays information relating to itself, its products or its services, on the Advance Cairns website or any similar facility arranged from time to time by Advance Cairns, shall verify such information and be responsible for the accuracy and currency of the same. Advance Cairns cannot be, and is not, responsible for the accuracy or the content of

any such information, the responsibility for which remains solely with the relevant Member.

13. ADVERTISING

No Member shall be entitled to advertise on the Advance Cairns website without permission but shall be entitled, where the means to enable this have been implemented, to establish a link from any inclusion of their name to the home page of their own website. Members shall also be permitted to install a link from their own website to the Advance Cairns homepage. Members are not permitted to display the Advance Cairns logo in any form, including on their web site or marketing materials, without Advance Cairns having firstly reviewed any plans or arrangements for such use and consented in writing thereto.

14. COMPILATION OF STATISTICAL DATA

Advance Cairns shall compile such statistical data in relation to the activities of the Members as they may deem desirable provided always that any publication of such data shall not contain any commercially sensitive information. Advance Cairns shall take all reasonable steps to ensure that all statistical data collected and published is accurate and up to date.

15. REPORTING

Advance Cairns shall be entitled to provide information relating to their activities, including details of Members to the major shareholders of Advance Cairns provided that Advance Cairns shall procure that:

- prior to provision of such information Advance Cairns shall remove any commercially sensitive information; and
- the major shareholders of Advance Cairns shall treat all such information in strictest confidence and shall use it solely for the purposes of monitoring Advance Cairns' obligations pursuant to the funding arrangements in place, and its general economic development activities

16. AMENDMENTS TO THE TERMS AND CONDITIONS

These Terms and Conditions may be amended from time to time by Advance Cairns. Advance Cairns will give 30 days notice of the intended amendment to the Terms and Conditions by informing member contacts by email.



17. NOTICES

Any notice to be given under these Terms and Conditions should be sent to Advance Cairns at the address set out below and to the Member at the address notified to Advance Cairns as its address for service. It will be assumed that the latter will be the address of the contact person identified in the Membership establishment process unless otherwise communicated to Advance Cairns. Notices should be sent by any of the following means:

- personal delivery;
- transmission by postage, return receipt requested;
- deposited with a reputable courier service; or
- transmitted by e-mail with acknowledgement of receipt requested, provided that if the recipient of an e-mail has not acknowledged receipt within two business days, the sender shall send a second notice using another form of notice.

Unless otherwise provided herein, all notices shall be deemed to have been duly given on:

- i. the date of receipt (or if delivery is refused, the date of such refusal) if delivered personally, by email receipt or by overnight courier; or
- ii. five (5) days after the date of posting if transmitted by mail to an address in the same country where the notice is mailed and fourteen (14) days if mailed to a different country.



MEMBERSHIP PRIVACY POLICY

Advance Cairns is committed to protecting your privacy. This policy sets out our practices in relation to your personal information. By registering as a member of Advance Cairns, members consent to the collection, use and transfer of the information they provide under the terms of this policy.

INFORMATION THAT WE COLLECT FROM YOU

We collect information about you:

When you register with us, request services or otherwise provide us with your personal details (such as your name, contact details, e-mail address etc);

From your usage of Advance Cairns services and any other information you provide to us electronically or otherwise.

USE OF YOUR INFORMATION

We will use your information:

- In order to provide you with membership services;
- To fulfil your requests for information or services;
- To communicate with you generally in relation to Advance Cairns;
- To contact you in order to send you details of events, seminars, activities, services, and the progress of Advance Cairns; and
- For all other purposes consistent with the proper performance of the operations of Advance Cairns.

We may contact you by e-mail, post, telephone or fax. If you change your mind about being contacted in the future by any of these means then please let us know.

DISCLOSURE OF YOUR INFORMATION

a. Personal Information

We will treat your personal information as confidential. However, we may disclose your information:

- To our employees, officers, agents and business partners to whom it is necessary to disclose this information for the proper performance of the obligations, objects and operations of Advance Cairns;
- To other Members to whom it is necessary to disclose this information for the proper performance of the obligations, objects and operations of Advance Cairns; or
- Where we are required by law to disclose such information.

b. General

We will not disclose any of your information to any other third party unless you have given us permission to do so. (Please note: we reserve the right to cooperate with law enforcement officials and have no legal liability for such disclosures). Please note that countries outside of Australia do not always have strong data protection laws. However, we will always take steps to ensure that your information is used by third parties in accordance with the terms of this Privacy Policy.

MEMBERS' USE OF PERSONAL INFORMATION

- Where Advance Cairns discloses personal information to another Member, the Member receiving the information must:
- Only use the information to contact other Members for purposes consistent with the obligations, objects and operations of Advance Cairns.
- Hold the information disclosed to it in confidence; and
- Only collect, use and process the information in accordance with the terms of this Privacy Policy.

SECURITY

Advance Cairns employs measures to protect your information from access by unauthorised persons and against unlawful processing, accidental loss, destruction and damage. Please help us to keep our records updated by informing us of any changes to the details you have submitted.

CHANGES TO OUR PRIVACY POLICY

We may amend this policy from time to time. If we make any substantial changes we will notify you by posting a prominent notice on our website.

YOUR RIGHTS

You have the right to ask for a copy of the information held by us in our records. You also have the right to require us to correct any inaccuracies in your information.

CONTACT US

The Chief Executive Officer Advance Cairns

PO Box 3065

CAIRNS QLD 4870

Phone: 07 4080 2900

E-mail: admin@advancecairns.com



**ADVANCE
CAIRNS**
OUR REGION ONE VOICE

THE COMMITTEE FOR TROPICAL NORTH QUEENSLAND