

# Membership terms and conditions

## Overview

This document applies to Members who were first admitted to, or changed their type of membership in, NSW Business Chamber Limited (the **Company**) on or after 25 February 2020 (**Effective Date**) and regardless of whether the Company trades under the trading name 'Business NSW' or another trading name.

Unless the context otherwise requires, capitalised terms used but otherwise undefined in this document have the meaning given to them in the Company's constitution adopted on 22 November 2019 (**Constitution**).

Members that were admitted prior to the Effective Date (and have not since changed their membership class) are governed by the membership terms and conditions set out in Annexure C (**Pre-Effective Date Membership Terms**).

## 1. Terms of membership

### Terms of issue

The Board has established various classes of membership. These classes of membership are set out in Annexure A. Below are the terms of issue for those classes of membership which the Board has established on or after the Effective Date.

Characteristic	Class of Member
Right to attend and be represented at Company general meetings	All membership classes
Right to vote at Company general meetings	Those classes of Members set out in Annexure A that are designated as having voting rights
Membership fee	The Member must pay the membership fee resolved by the Board from time to time as applicable to the relevant membership class set out in Annexure A.
Eligibility to hold office in Company	Those classes of Members set out in Annexure A that are designated as having voting rights
Entitlements	The Member will receive the goods, services and benefits ( <b>Entitlements</b> ) resolved by the Board from time to time as applicable to the relevant membership class set out in Annexure A.

The Entitlements and the membership fee (if any) can be varied by Board at any time by notice.

### Payment of membership fees

Members who are required to pay an annual membership fee may do so by:

- (a) paying the entire fee in advance; or
- (b) paying equal monthly instalments of the fee in advance (with pro rata adjustments for the first and last payments if required).

If paying the entire fee in advance a Member may elect to, and if paying the fee in monthly instalments the Member must, pay via direct debit arrangement with SecurePay.

In order to pay by direct debit, the Member must first complete a Direct Debit Request (which is provided by the Company to newly admitted Members), after which the Member's direct debit arrangement will be regulated by the terms of the agreement set out in Annexure B to this document.

If a Member resigns from membership, it will be liable for membership fees up to and including the end of the calendar month in which the resignation takes effect.

#### **Termination of membership class**

The Board may at any time, by giving notice to affected Members in accordance with the Constitution, terminate a class of membership. Members will be refunded any membership fees that have been paid and relate to the period after the termination date.

## 2. Terms and conditions of services

#### **Introduction**

Below are the general terms on which the Company will supply Entitlements to Members (whether directly, through one of its related entities or in association with pre-selected companies and service providers) (**Services Terms**).

#### **Specific terms may apply**

The supply of particular goods and services by the Company or its related entities or partners (for example, legal services provided by Australian Business Lawyers & Advisors Pty Ltd) may be subject to additional, specific terms and conditions. Where a Member's membership gives it access to Entitlements, the price for which is not included in that Member's membership fee, additional fees will apply in order to access such Entitlements. These prices can be varied by the Company or its related entities at any time. Members should, before using the Company's Entitlements, enquire as to whether any specific terms and conditions apply.

To the extent that any specific terms and conditions are inconsistent with these Services Terms, the specific terms will prevail.

#### **Variations**

The Company may at any time vary these Services Terms at any time after giving 14 days' notice to Members where possible by email or otherwise by notice through the Company's website. If a Member disagrees with any variation of the Services Terms, the Member may by written notice to the Company, terminate its membership in accordance with the Constitution.

#### **Privacy**

Upon admission to a membership class, each Member agrees that the Company's collection, holding, use and disclosure of personal information is dealt with in its Privacy Policy, which is available at [www.mybusiness.com.au/privacy-policy](http://www.mybusiness.com.au/privacy-policy).

#### **Limitation of liability**

To the extent that a Member acquires goods or services from the Company as a 'Consumer' (within the meaning of section 3 of the Australian Consumer Law (as set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth)), that Member may have certain rights and remedies (including, without limitation, consumer guarantee rights) that cannot be excluded, restricted or modified by these Services Terms.

To the extent permitted by law (unless otherwise expressly set out in these Services Terms), all terms, conditions, warranties, guarantees, rights, remedies, liabilities or other terms express or implied, statutory or otherwise, custom, or the general law that impose any liability or obligation on the Company under these Services Terms are expressly excluded.

Nothing in these Services Terms limits any condition, guarantee or warranty imposed by the Australian Consumer Law, including any consumer guarantee rights that may apply. Except to the extent that the Company has engaged in criminal or deliberate misconduct, the Company's

aggregate liability to a Member arising under these Services Terms or the performance or non-performance of these Services Terms and whether arising under any indemnity, statute, in tort (for negligence or otherwise), or on any other basis in law or equity is limited to the higher of 10 times the member's annual membership fee and, if no membership fee is payable, \$500. .

Where the Company cannot exclude a condition, guarantee or warranty imposed by the Australian Consumer Law, except for goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption (in respect of which the Company's liability is not so limited under these Services Terms), the Company's liability to the Member for a failure to comply with the obligations under the Australian Consumer Law is limited to:

- (a) in the case of services, supplying the services again or payment of the cost of having the services supplied again; and
- (a) in the case of goods, replacing the goods, supplying equivalent goods or repairing the goods, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

The above limitation of liability is not intended to limit any liability that the Company (or a related entity) may assume under separate terms and conditions that the Company may enter into with the Member (for example, in relation to a specific service or product that is provided to the Member).

Neither the Company nor a Member is liable or responsible for any loss or damage that is not foreseeable or for any consequential loss or damage. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time these Services Terms were entered into, both the Company and the Member knew it might happen, for example, if the Member discussed it with the Company.

### **Use of services**

A Member must only use the Company's goods, products or services for their own proper and lawful purposes. A Member must not, wholly, partly, directly or indirectly, assign, commercialise, transfer, on-sell, on-supply or otherwise make available any goods, products or services supplied by the Company to any third party.

Where a Member is given access to an 'advice line' or telephony, information or advocacy service (which may include attendance at an event, forum or webinar), the following terms apply:

- (a) The Member or its representatives (**Users**) must at all times be polite, professional and courteous when dealing with Company staff.
- (b) Users must not use the service in a manner which is 'unreasonable' or 'unacceptable', as described in paragraphs (c) and (d) below.
- (c) Use of the Company's Workplace Advice Line is limited to twenty minutes per call and is subject to the Fair Use Policy available at <https://www.mybusiness.com.au/w-advice-line-fair-use-policy>.
- (d) Use of the service will be unreasonable if it adversely affects the service or otherwise adversely affects the use by other Users of the service, including if the use:
  - (i) could not be reasonably regarded as ordinary and genuine business use for the Member;
  - (ii) is for fraudulent purposes;

- (iii) is not consistent with the Member's obligations under these Services Terms; or
- (iv) is, in the Company's reasonable opinion, abnormal, excessive or unreasonably high;
- (e) Users must not:
  - (i) use the service in a manner which interferes with or compromises or is designed to interfere with or compromise the use of the service by other customers or Members;
  - (ii) provide the Company with false information in order to use the service;
  - (iii) use the service to defame, harass or abuse anyone or violate their privacy;
  - (iv) contravene any applicable laws when using the service;
  - (v) do anything in connection with a service that causes or is likely to cause physical harm to another individual; or
  - (vi) infringe anyone's intellectual property rights including confidential information when using the service.

#### **Suspension of services for breach**

The Company may at any time suspend the provision of goods and services to any Member that:

- (a) breaches these Services Terms;
- (b) breaches the Constitution; or
- (c) is guilty of any act, conduct or practice which is dishonourable or inconsistent with membership or is calculated to bring discredit on or to the Company or otherwise prejudicial or inimical to the Company's interests.

#### **Australian Business Industrial**

Members domiciled in New South Wales who are in a class of membership that carries membership fees are offered, on admission to Company membership, admission to membership of Australian Business Industrial (**ABI**).

ABI is the registered industrial relations affiliate of the Company. It represents its members in award negotiations and monitors a wide range of awards to keep its members abreast of any changes that may affect their business. The industrial advocates and lawyers who appear for ABI represent the collective interests of ABI members at both Federal and State Industrial Tribunals when relevant awards are being made or varied.

In respect of those Members who are eligible for and agree to become members of ABI, the annual membership fee for ABI will be paid on behalf of the member by the Company.

Members of ABI must give at least two weeks' written notice of resignation addressed and delivered to the Secretary/Treasurer of ABI. There is no refund of the ABI membership fee upon resignation or termination of membership of the Company or ABI.

Members of ABI are required to notify the Secretary/Treasurer of ABI within fourteen (14) days after:

- (a) the business or part of the business of the member is assigned or transferred to a party who is not a member of ABI; or

- (b) such a non-member succeeds to the business or part of the business of the member.

The ABI Council has the discretion to determine the membership fee payable by the members or any class of members of ABI in accordance with Rule 22 of the Rules of ABI. The date and manner of payment of the levy shall be determined by the ABI Council.

### **Communicating with the Company**

#### *Notices and promotional materials*

Where a Member is entitled to receive a notice under these Services Terms, the Company may send that notice by electronic mail to the email address provided by the Member at the time of obtaining membership (or as notified to the Company from time to time by the Member).

#### *Service queries and complaints*

Queries or complaints about the Company's provision of goods, products or services should be directed to the Company's Business Hotline (13 26 96).

#### *Membership queries and communications*

Corporate governance enquiries, for example, those relating to Members' rights to attend and vote at the Company's general meetings, should be emailed to [company.secretary@nswbc.com.au](mailto:company.secretary@nswbc.com.au).

Member resignations (and related queries) should be emailed to [contact.info@businessnsw.com](mailto:contact.info@businessnsw.com).

#### *Membership account login*

Members can login to their membership account at [www.mybusiness.com.au](http://www.mybusiness.com.au) or [www.businessnsw.com](http://www.businessnsw.com).

### **General**

These Services Terms are governed by and construed in accordance with the laws of the State of New South Wales, Australia. All Members submit to the non-exclusive jurisdiction of the courts of the State of New South Wales, Australia.

The provisions of these Services Terms are severable and if any provision of these Services Terms is held to be invalid or unenforceable, that provision may be removed and the remaining provisions will be enforced.

A party's failure to act with respect to a breach of these Services Terms does not waive that party's right to act with respect to subsequent or similar breaches. These Services Terms set out the entire understanding and agreement between the Company and each Member with respect to its subject matter.

### **Disclaimer in relation to information services**

The Company may from time to time hold events, webcasts and webinars for, or publish or otherwise provide articles, newsletters or other content to, Members, which in each case may involve the provision of information by the Company or its related entities or its partners (**General Information**).

The General Information does not constitute investment, accounting, financial, legal or tax advice and has not been prepared after taking into the account the objectives, financial situation or needs of individual Members. Members should conduct and rely upon their own investigation and analysis of any General Information and should seek professional advice on the legal, financial, taxation and other consequences of the General Information.

No representation or warranty, express or implied, is made as to the fairness, accuracy, adequacy, validity, correctness or completeness of the General Information.

Without limiting the generality of the foregoing, information contained in the Company's modern award service is based upon the Annual Wage Review decision of the Fair Work Commission as at the date specified from time to time in that service. The calculations within that service are considered to be consistent with the relevant legislation. While all due care has been taken in the

preparation of this information and it is believed to be accurate, no warranty of accuracy or reliability is given. The information contained within the service is not legal advice. If a legal opinion is sought, please contact your legal advisor.

Nothing in these Services Terms expressly or implicitly confers on, or assigns to, a Member any intellectual property rights (of whatever nature) related to or connected with any General Information.

Annexure A – Membership Classes

Membership Fees/Entitlements	Essentials *	Advantage **	Premium ***	Corporate IR Advisor	Corporate Connections	LCC Alliance Partners	Local Chamber Member	Business Insights	Honorary Member
Membership fee (\$ per annum inc GST)	\$654.00	\$1,182.00	\$2,634.00	\$4,998.00	\$4,998.00	N.A	N.A	\$654.00	N.A
Right to vote at a members' general meeting	Yes	Yes	Yes	Yes	Yes	Yes	See Explanatory Note	Yes	-
Opportunity to join a Special Interest Group+	-	-	-	-	-	-	-	Yes	-
Business hotline	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	-
CEO forum	-	-	-	-	Yes	-	-	-	-
Executive and business leader luncheons	-	-	-	-	Yes	-	-	-	-
Exclusive online and face-to-face events	-	-	-	-	-	-	-	Yes	-
Networking and educational events	Yes	Yes	Yes	Yes	Yes	Yes - preferential rate	Yes - preferential rate	-	-
Sydney and metro business forums	-	-	-	-	Yes	-	-	-	-
High profile events discount	-	-	-	-	Yes	-	-	-	-
Modern awards	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	-
Workplace advice line calls	5	15	25	Unlimited	-	5	3	5	-
Legal fees discount	5%	5%	10%	10%	-	-	-	5%	-
HR consulting discount	5%	5%	10%	10%	-	-	-	5%	-
WHS consulting discount	5%	5%	10%	10%	-	-	-	-	-
My Business Workplace discount	20%	20%	20%	20%	20%	Yes	-	-	-
Workplace update events	-	-	-	Yes	Yes	-	-	-	-
Regional events discount	-	-	-	-	-	-	-	10%	-
HR forums	-	-	-	Yes	Yes	-	-	-	-
HR bulletin	-	-	-	Yes	Yes	-	-	-	-
IR roundtables	-	-	-	Yes	-	-	-	-	-
Workplace Premium Content	-	-	Yes	Yes	-	-	-	-	-
Annual customised IR briefing	-	-	-	Yes	-	-	-	-	-
IR consulting discount	-	-	-	Yes	-	-	-	-	-
Webinars	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	-
Apprenticeships and trainees	Yes	Yes	Yes	Yes	Yes	-	-	Yes	-
Export trade documentation discount	-	40%	40%	40%	40%	-	-	-	-
Recruitment discount (perm)	12%	12%	12%	12%	12%	-	-	-	-
Content	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	-
eNewsletter	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	-

\* Includes Association Bronze membership - no difference in entitlements or pricing

\*\* Includes Association Silver membership - no difference in entitlements or pricing

\*\*\*Includes Association Gold membership - no difference in entitlements or pricing

+ Special Interest groups are formed to represent specific issues and attendance is by invitation only to members

[Explanatory Note:

- Honorary Membership is reserved for Past Presidents of the Company and other persons admitted by the Company's board as an Honorary Member.
- From 25 February 2020, each of the above membership classes (other than Business Insights, Honorary Membership, LCC Alliance Partners and Local Chamber Member) is only available to a member who was a member of that membership class as at 25 February 2020 and has not since resigned their membership or changed their membership class.
- From 25 October 2021, a member in the Local Chamber Member or My Business membership class has voting rights if the member has purchased the Member+ product and neither the Constitution nor the Member+ Terms (available at <https://www.mybusiness.com.au/content/dam/nswbc/ba/legal-documents/Member+%20Entitlement%20Terms%20and%20Conditions.pdf>) provide otherwise.]

Membership Fees/Entitlements	My Business
Membership fee (\$ per annum including GST) * Right to vote at a members' general meeting	N.A See Explanatory Note above

\* If a Member is also a member of an affiliated Local Chamber in NSW, they will be entitled to a 20% discount on the above prices.



## Business NSW Firsts Membership Classes

Entitlement	Sydney Firsts	Western Sydney Firsts	Sydney Firsts & Western Sydney Firsts Dual Membership **	Illawarra Firsts	Hunter Firsts – Leader	Hunter Firsts - Gold	Hunter Firsts - Silver	Regional Leader - Gold	Regional Leader - Silver	Regional Leader - Bronze
Price (\$ per annum inc GST) ***	\$24,250.00	\$18,750.00	\$30,300.00	\$12,127.50	\$11,025.00	\$6,750.00	\$4,050.00	\$11,000.00	\$5,500.00	\$3,300.00
Price (\$ per annum inc GST) - Not for Profit***	\$12,127.50	\$12,127.00	\$15,150.00	N.A	N.A	N.A	N.A	N.A	N.A	N.A
Voting Rights	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Business Hotline	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
CEO Forum	Yes	Yes	Yes	Yes	Yes *	Yes *	Yes *	-	-	-
Executive and business leader luncheons	Yes	Yes	Yes	Yes	Yes *	Yes *	-	-	-	-
Networking and educational events	Yes	Yes	Yes	Yes	Yes *	Yes *	-	-	-	-
Sydney and Metro business forums	Yes	Yes	Yes	Yes	Yes *	Yes *	-	-	-	-
Regional Leader events (CBD & Regional)	-	-	-	-	-	-	-	Yes ^	Yes ^	Yes ^
Opportunity to join a Special Interest Group or Roundtable+	-	-	-	-	-	-	-	Yes	Yes	Yes
Events discount	-	-	-	-	-	-	-	25%	20%	15%
Events Branding	-	-	-	-	-	-	-	Yes	-	-
Consultative meetings	-	-	-	-	-	-	-	Yes	-	-
Access to Regional Thought Leadership	-	-	-	-	-	-	-	Yes	Yes	Yes
Modern Awards	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Advice Line calls	Unlimited	Unlimited	Unlimited	Unlimited	50	40	30	Unlimited	35	25
Wholesale Advice Line Calls at discount	-	-	-	-	-	-	-	-	-	-
Legal fees discount	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
HR consulting discount	5%	5%	5%	5%	5%	5%	5%	-	-	-
WHS consulting discount	5%	5%	5%	5%	5%	5%	5%	-	-	-
My Business Workplace discount	20%	20%	20%	20%	20%	20%	20%	-	-	-
Workplace Update events	-	-	-	-	-	-	-	-	-	-
HR Forums	-	-	-	-	-	-	-	-	-	-
HR Bulletin	-	-	-	-	-	-	-	-	-	-
IR Roundtables	-	-	-	-	-	-	-	-	-	-
WHS self-assessment tools (discontinued)	-	-	-	-	-	-	-	-	-	-
Workplace Premium Content	-	-	-	-	-	-	-	-	-	-
Annual customised IR briefing	-	-	-	-	-	-	-	-	-	-
IR consulting discount	-	-	-	-	-	-	-	-	-	-
Webinars	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Apprenticeships and trainees	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Export trade documentation discount	-	-	-	-	-	-	-	-	-	-
Recruitment discount (% of salary placed) (perm)	12%	12%	12%	12%	12%	12%	12%	-	-	-
Content	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
eNewsletter	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

\* Hunter Firsts Leader members will be invited first, followed by Gold then Silver members

\*\* The only differences between this membership class and the Sydney Firsts and Western Sydney Firsts membership classes are:

\*the membership fee; and

\*members in this class get access to both events, and participation in policy and advocacy activities, in both the Sydney and Western Sydney regions

\*\*\* The price for all Firsts Membership Classes (except the three Hunter Firsts membership classes) is effective and applies from 1 September 2023 for both new members and existing Firsts Membership Class members who renew their existing membership class subscription. The price for the three Hunter Firsts membership classes is effective and applies from 1 January 2024 for both new and existing Hunter Firsts members who renew their existing membership class subscription.

^ Regional Leader Gold members will be invited first and provided with priority seating, followed by Silver members, then Bronze members.

+ Special Interest groups and roundtables are formed and/or convened to represent specific issues and attendance is by invitation only to members.

[Explanatory Note: Membership of a Firsts or Regional Leaders Membership Class is by invitation only.]

## Annexure B – Direct Debit Request Service Agreement

This is your Direct Debit Service Agreement with NSW Business Chamber Limited (the **Company**) (User ID: 416112, ABN: 63 000 014 504). It explains what your obligations are when undertaking a Direct Debit arrangement with us.

It also details what our obligations are to you as your Direct Debit provider. Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

### Definitions

*account* means the account held at *your financial institution* from which we are authorised to arrange for funds to be debited.

*agreement* means this Direct Debit Request Service Agreement between *you* and *us*.

*banking day* means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

*debit day* means the day that payment by *you* to *us* is due.

*debit payment* means a particular transaction where a debit is made.

*direct debit request* means the *Direct Debit Request* between *us* and *you*.

*us* or *we* means the Company (the Debit User) *you* have authorised by requesting a *Direct Debit Request*.

*you* means the customer who has signed or authorised by other means the *Direct Debit Request*.

*your financial institution* means the financial institution nominated by *you* on the DDR at which the account is maintained.

### 1. Debiting your account

1.1 By signing a *Direct Debit Request* or by providing *us* with a valid instruction, *you* have authorised *us* to arrange for funds to be debited from *your account*. *You* should refer to the *Direct Debit Request* and this *agreement* for the terms of the arrangement between *us* and *you*.

1.2 *We* will only arrange for funds to be debited from your account as authorised in the *Direct Debit Request*.

1.3 If the *debit day* falls on a day that is not a *banking day*, *we* may direct *your financial institution* to debit *your account* on the following *banking day*. If *you* are unsure about which day *your account* has or will be debited *you* should ask *your financial institution*.

### 2. Amendments by us

2.1 *We* may vary any details of this *agreement* or a *Direct Debit Request* at any time by giving *you* at least fourteen (14) days written notice.

### 3. Amendments by you

3.1 *You* may change\*, stop or defer a *debit payment*, or terminate this *agreement* by providing *us* with at least 30 days notification by writing to:

NSW Business Chamber Limited  
8 Chifley Square  
Sydney NSW 2000

Or by telephoning *us* on 13 26 96 during business hours.

\*Note: in relation to the above reference to 'change', *your financial institution* may 'change' *your debit payment* only to the extent of advising *us*, the Company, of *your* new account details.

The full balance of your annual membership fee is payable IMMEDIATELY if *you* cancel your periodic payment option.

#### **4. Your obligations**

4.1 It is *your* responsibility to ensure that there are sufficient clear funds available in *your account* to allow a *debit payment* to be made in accordance with the *Direct Debit Request*.

4.2 If there are insufficient clear funds in *your account* to meet a *debit payment*:

- (a) *you* may be charged a fee and/or interest by *your financial institution*;
- (b) *you* may also incur fees or charges imposed or incurred by *us*; and
- (c) *you* must arrange for the *debit payment* to be made by another method or arrange for sufficient clear funds to be in *your account* by an agreed time so that *we* can process the *debit payment*.

4.3 *You* should check *your account* statement to verify that the amounts debited from *your account* are correct

#### **5. Dispute**

5.1 If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly on 13 26 96 and confirm that notice in writing with *us* as soon as possible so that *we* can resolve *your* query more quickly. Alternatively *you* can take it up directly with *your financial institution*.

5.2 If *we* conclude as a result of our investigations that *your account* has been incorrectly debited *we* will respond to *your* query by arranging for *your financial institution* to adjust *your account* (including interest and charges) accordingly.

*We* will also notify *you* in writing of the amount by which *your account* has been adjusted.

5.3 If *we* conclude as a result of our investigations that *your account* has not been incorrectly debited *we* will respond to *your* query by providing you with reasons and any evidence for this finding in writing.

#### **6. Accounts**

You should check:

(a) with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available on all accounts offered by financial institutions.

(b) *your account* details which *you* have provided to *us* are correct by checking them against a recent *account* statement; and

(c) with *your financial institution* before completing the *Direct Debit Request* if *you* have any queries about how to complete the *Direct Debit Request*.

## **7. Confidentiality**

7.1 We will keep any information (including *your account* details) in *your Direct Debit Request* confidential. We will make reasonable efforts to keep any such information that we have about *you* secure and to ensure that any of our employees or agents who have access to information about *you* do not make any unauthorised use, modification, reproduction or disclosure of that information.

7.2 We will only disclose information that we have about *you*:

- (a) to the extent specifically required by law; or
- (b) for the purposes of this *agreement* (including disclosing information in connection with any query or claim).

## **8. Notice**

8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to:

NSW Business Chamber Limited  
8 Chifley Square  
Sydney NSW 2000  
Phone: 13 26 96

8.2 We will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *Direct Debit Request*.

8.3 Any notice will be deemed to have been received on the third *banking day* after posting.

# Annexure C – Pre-Effective Date Membership Terms

## Overview

This Annexure C applies to members who were admitted to membership of NSW Business Chamber prior to 25 February 2020 (**Effective Date**) and have not changed their membership class since then and regardless of whether NSW Business Chamber trades under the trading name 'Business Australia', 'Business NSW' or another trading name.

Members who were admitted to membership of NSW Business Chamber, or have changed their membership class, on or after the Effective Date are governed by the membership terms and conditions set out in the main body of this document.

## Terms of membership

### **Membership services and benefits for NSW Business Chamber memberships**

Membership services and benefits will be supplied by NSW Business Chamber Limited, one of its related entities or in association with pre-selected companies and service providers. Prices, benefits and services are subject to change at any time without notice. Please check with a representative of NSW Business Chamber for full and current details. Membership is provided on an annual subscription basis and will continue provided that your membership fees are not in arrears. We will notify you of any change to your annual membership fee. In accordance with the Constitution, NSW Business Chamber reserves the right to cancel any membership where membership fees are in arrears for three (3) months or more. In this circumstance, NSW Business Chamber reserves the right to recover the monetary benefit of any membership discounts(s) received by the member whilst the member was in arrears. NSW Business Chamber 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 30 days of receipt of the invoice.

NSW Business Chamber offers payment of your annual membership fee via direct debit arrangement with SecurePay. If you pay monthly, then the number of payments is twelve (12) payments per annum. Should you elect to pay your annual membership subscription via monthly direct debit, your membership will be renewed automatically unless your membership is cancelled by you by written notice to NSW Business Chamber at least (30) days prior to the beginning of your new membership term.

### **Australian Business Industrial**

Australian Business Industrial is the registered industrial relations affiliate of NSW Business Chamber. It represents members in award negotiations and monitors a wide range of awards to keep members abreast of any changes that may affect their business. The industrial advocates and lawyers who appear for Australian Business Industrial represent the collective interests of members at both Federal and State Industrial Tribunals when relevant awards are being made or varied.

### Required information for applicants under The Industrial Relations Act 1996

1. Members of Australian Business Industrial are required to pay in advance, an annual subscription (currently \$50 p.a.) to Australian Business Industrial pursuant to Rule 22 of the Rules of Australian Business Industrial. The annual membership fee for Australian Business Industrial will be paid on behalf of the member by NSW Business Chamber.
2. Members of Australian Business Industrial must give three (3) months written notice of resignation addressed and delivered to the Secretary/Treasurer of Australian Business Industrial and its registered office pursuant to Rule 17 of the Rules of Australian Business Industrial. There is no refund of the Australian Business Industrial membership fee upon resignation or termination of membership.
3. Members of Australian Business Industrial are required to notify the Secretary/Treasurer of Australian Business Industrial within fourteen (14) days after:
  - a. The business or part of the business of the member is assigned or transferred to a party who is not a member of Australian Business Industrial;
  - b. Such a non-member succeeds to the business or part of the business of the member.

4. The Australian Business Industrial Council has the discretion to levy all of the members or any class of members of Australian Business Industrial in accordance with the provision contained in Rules 22 and 66 of the Rules of Australian Business Industrial. The date and manner of payment of the levy shall be determined by the Australian Business Industrial Council.

### **Privacy Statement**

Your privacy is important to us. Personal information which NSW Business Chamber collects is used for the purpose of providing you with information about the range of membership services and benefits available. We may also use your personal information to keep you informed of the events and seminars which may be of interest to you and to provide you with promotional and marketing material about our products and services.

To provide the range of membership services and benefits available to you, NSW Business Chamber provides your membership details and information to its related entities and pre-selected service providers, including Australian Business Lawyers & Advisors and Australian Business Industrial. By accepting membership of NSW Business Chamber you consent to this sharing of information.

Our [Privacy Policy](#) is available on our website. You may request personal information we hold about you by contacting us directly on 13 26 96.

If any personal information we hold about you is incorrect please notify us and we will correct our records.

SecurePay

SecurePay terms and conditions

[http://www.securepay.com.au/terms\\_conditions.html](http://www.securepay.com.au/terms_conditions.html)

SecurePay privacy policy

[http://www.securepay.com.au/security\\_privacy.html](http://www.securepay.com.au/security_privacy.html)

Direct Debit Request Service Agreement – NSW Business Chamber Limited

This is your Direct Debit Service Agreement with NSW Business Chamber Limited (User ID: 416112, ABN: 63 000 014 504). It explains what your obligations are when undertaking a Direct Debit arrangement with us.

It also details what our obligations are to you as your Direct Debit provider. Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

### **Definitions**

**'Account'** means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

**'Agreement'** means this Direct Debit Request Service Agreement between you and us.

**'Banking day'** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

**'Debit day'** means the day that payment by you to us is due.

**'Debit payment'** means a particular transaction where a debit is made.

**'Direct debit'** request means the Direct Debit Request between us and you.

**'Us'** or **'we'** means NSW Business Chamber Limited (the Debit User) you have authorised by requesting a Direct Debit Request.

**'You'** means the customer who has signed or authorised by other means the Direct Debit Request.

**'Your financial institution'** means the financial institution nominated by you on the DDR at which the account is maintained.

1. Debiting your account
  - 1.1. By signing a Direct Debit Request or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited from your account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between us and you.
  - 1.2. We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request or We will only arrange for funds to be debited from your account if we have sent to the address nominated by you in the Direct Debit Request, a billing advice which specifies the amount payable by you to us and when it is due.
  - 1.3. If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.
2. Amendments by us
  - 2.1. We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least fourteen (14) days written notice.
3. Amendments by you
  - 3.1. You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least 30 days notification by writing to:

NSW Business Chamber Limited  
8 Chifley Square  
Sydney NSW 2000

Or by telephoning us on 13 26 96 during business hours.

The full balance is payable IMMEDIATELY if you cancel your periodic payment option.
4. Your obligations
  - 4.1. It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the Direct Debit Request.
  - 4.2. If there are insufficient clear funds in your account to meet a debit payment:
    - (a) you may be charged a fee and/or interest by your financial institution;
    - (b) you may also incur fees or charges imposed or incurred by us; and
    - (c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.
  - 4.3. You should check your account statement to verify that the amounts debited from your account are correct
5. Dispute
  - 5.1. If you believe that there has been an error in debiting your account, you should notify us directly on 13 26 96 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up directly with your financial institution.
  - 5.2. If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly.

We will also notify you in writing of the amount by which your account has been adjusted.

- 5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding in writing.
6. Accounts  
You should check:
- (a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
  - (b) your account details which you have provided to us are correct by checking them against a recent account statement; and with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.
7. Confidentiality
- 7.1. We will keep any information (including your account details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 7.2. We will only disclose information that we have about you:
- (a) to the extent specifically required by law; or for the purposes of this agreement (including disclosing information in connection with any query or claim).
8. Notice
- 8.1. If you wish to notify us in writing about anything relating to this agreement, you should write to:
- NSW Business Chamber Limited  
8 Chifley Square  
Sydney NSW 2000  
Phone: 13 26 96
- 8.2. We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request.
- 8.3. Any notice will be deemed to have been received on the third banking day after post

#### **Direct Debit Request Service Agreement – Hunter Business Chamber**

This is your Direct Debit Service Agreement with Hunter Business Chamber (User ID: 416114, ABN: 96 083 977 459). It explains what your obligations are when undertaking a Direct Debit arrangement with us.

It also details what our obligations are to you as your Direct Debit provider. Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

#### *Definitions*

**'Account'** means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

**'Agreement'** means this Direct Debit Request Service Agreement between you and us.

**'Banking day'** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

**'Debit day'** means the day that payment by you to us is due.

**'Debit payment'** means a particular transaction where a debit is made.



**'Direct debit'** request means the Direct Debit Request between us and you.

**'Us'** or **'we'** means Hunter Business Chamber (the Debit User) you have authorised by requesting a Direct Debit Request.

**'You'** means the customer who has signed or authorised by other means the Direct Debit Request.

**'Your financial institution'** means the financial institution nominated by you on the DDR at which the account is maintained.

1. Debiting your account

1.1. By signing a Direct Debit Request or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited from your account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between us and you.

1.2. We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request or

We will only arrange for funds to be debited from your account if we have sent to the address nominated by you in the Direct Debit Request, a billing advice which specifies the amount payable by you to us and when it is due

1.3. If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

2. Amendments by us

2.1. We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least fourteen (14) days written notice.

3. Amendments by you

3.1. You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least 30 days notification by writing to:

Hunter Business Chamber  
PO Box 607  
Hamilton NSW 2303

Or by telephoning us on 4969 9600 during business hours.

The full balance is payable IMMEDIATELY if you cancel your periodic payment option.

4. Your obligations

4.1. It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the Direct Debit Request.

4.2. If there are insufficient clear funds in your account to meet a debit payment:

(a) you may be charged a fee and/or interest by your financial institution;

(b) you may also incur fees or charges imposed or incurred by us; and

(c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.

4.3 You should check your account statement to verify that the amounts debited from your account are correct.

## 5 Dispute

5.1 If you believe that there has been an error in debiting your account, you should notify us directly on 02 4969 9600 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up directly with your financial institution.

5.2 If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly.

We will also notify you in writing of the amount by which your account has been adjusted.

5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding in writing.

## 6 Accounts

You should check:

- a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
- b) your account details which you have provided to us are correct by checking them against a recent account statement; and with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

## 7. Confidentiality

7.1. We will keep any information (including your account details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

7.2. We will only disclose information that we have about you:

- a) to the extent specifically required by law; or for the purposes of this agreement (including disclosing information in connection with any query or claim).

## 8. Notice

8.1. If you wish to notify us in writing about anything relating to this agreement, you should write to:

Hunter Business Chamber  
PO Box 607  
Hamilton NSW 2303  
Phone: 02 4969 9600

8.2. We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request.

8.3. Any notice will be deemed to have been received on the third banking day after post

## Privacy

Our Privacy Policy is part of these Conditions of Use and sets out information which we will gather about your use of the Site and how we may use that information. We also describe the limited circumstances in which we may disclose that information to other persons. Please read and consider the Privacy Policy before accepting (or declining) the terms and conditions in this User Agreement. By accepting these Terms and Conditions you accept the terms and conditions of the Privacy Policy and agree to act in accordance with it when using the Site.

## **Your Personal Information**

While using the Site you may be given the opportunity to enter or provide information or content. This content may be about yourself or it may be part of the registration details required to gain access to a part of the Site. Also, you may be given an opportunity to post information, for example, on a bulletin board, email list or messaging service within the Site. Your personal information includes any information you provide to us or other users while using the Site or through any other service we provide (Personal Information).

You must ensure that Personal Information and any information you provide in relation to your use of the Site:

- a) is true;
- b) does not infringe any third party's copyright, patent, trade mark, trade secret or other proprietary rights or rights of publicity or privacy;
- c) does not breach any other law, such as the law of defamation, obscenity or against vilification and discrimination;
- d) does not interfere with another user's use or enjoyment of the Site; and
- e) does not contain any computer viruses.

We will only use Personal Information in accordance with these Terms and Conditions and the Privacy Policy. By accepting these Terms and Conditions, you also consent to certain collection, use and disclosure of your Personal Information in accordance with the Privacy Policy. You acknowledge and agree that we may take any action with respect to your Personal Information if we deem it necessary or appropriate in our sole discretion: for example, if we believe your Personal Information may create any liability for us.

## **Links**

Parts of the Site may have links through to webpages not controlled, associated or affiliated with us. We are in no way responsible for any content appearing on such a webpage. The fact that a link to such a webpage may be included on the Site does not mean that we in any way endorse, promote or are associated or affiliated with that site or any of that site's content.

## **Intellectual Property**

All text, graphics, software on the Site, including where included in advertisements (Content), is our copyright material unless indicated otherwise. We and our suppliers may have trade marks (both registered and unregistered) subsisting in the Content. The Content is protected by relevant intellectual property laws.

We authorise you to use and distribute the Content strictly for your own personal and internal business use only. You are not otherwise authorised to modify, copy, republish, frame, adapt or distribute this Content without our written permission.

## **Information on the Site**

In preparing the Site, we rely on information supplied by external sources. Please read our Disclaimer statement in relation to this information before accepting (or declining) these Conditions of Use. Our Disclaimer is part of these Conditions of Use.

## **Breach and termination**

If you breach these Conditions of Use (including the non-payment of fees) we may temporarily suspend or permanently prevent your access to all or certain parts of the Site. This is in addition to other remedies at law.

## **Limitation of Liability**

We do not guarantee continuous, uninterrupted or secure access to the Site and operation of the Site may be interfered with by numerous factors outside of our control.

Except as provided by law, we provide the Site "as is" and without any warranty or condition, express or implied. To the maximum extent permitted by law, we specifically disclaim the implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. We will not be liable for any lost

profits or any special, incidental or consequential damages (however arising, including negligence) arising out of or in connection with this.

The following limitation of liability applies if the Australian Trade Practices Act 1974 or any consumer protection legislation of any Australian State or Territory applies to you. To the extent that we are able to limit the remedies available under these Terms and Conditions, we expressly limit our liability for breach of a condition or warranty implied by virtue of any legislation to the following remedies (the choice of which is to be at our sole discretion):

supply of the services again; or  
the payment of the cost of having the services supplied again.

Nothing in these Terms and Conditions is intended to limit or exclude any liability on our part, where and to the extent that applicable law prohibits such exclusion or limitation.

### **Indemnity**

You indemnify us against any action, liability, claim, loss, damage, proceeding, expense (including legal costs) suffered or incurred by us arising from, or which is directly or indirectly, related to:

your breach or non-observance of any term or condition of this User Agreement;  
any breach or inaccuracy in any of your representations or warranties; or  
any action or claim brought by a third party which relates to all or any part of the Personal Information that you have provided to us or other users.

In relation to a Claim, we may require you to conduct the defence, including negotiations for settlement or compromise prior to the institution of legal proceedings or modify, alter or substitute any potentially infringing part of the Personal Information at your own expense, to render the Personal Information non-infringing. You must comply with any requirement notified

### **General**

These terms are to be governed by and construed in accordance with the laws of the State of New South Wales, Australia. All users of the Site submit to the non-exclusive jurisdiction of the courts of the State of New South Wales, Australia.

The provisions of these Terms and Conditions are severable and if any provision of these Terms and Conditions is held to be invalid or unenforceable, that provision may be removed and the remaining provisions will be enforced.

Our failure to act with respect to a breach of these Terms and Conditions by you or others does not waive our right to act with respect to subsequent or similar breaches. These Terms and Conditions set out the entire understanding and agreement between you and us with respect to its subject matter.

### **Ask an Expert**

Requests going beyond a first-level answer are not part of the ask an expert service provided via this website. Subscribers requiring more detailed assistance will be directed to appropriate resources.

Ask an expert service assists subscribers with employment issues in their own businesses. It is not available to consultants or other professionals to answer their clients' questions. Special contractual arrangements can be discussed if consultants/professionals so wish.

### **Disclaimer**

Ask an Expert is not a legal advice column and should not be relied upon in place of specific legal advice. To the full extent permitted by law, the NSW Business Chamber Limited and its related entities excludes and disclaims all liability for any loss or damage which may be suffered or incurred by any person, company or organisation arising from reliance on material posted on the site or provided the recipient.