**Application of Terms and Conditions**

These terms and conditions (**Terms and Conditions**) apply to the Newman Chamber of Commerce and Industry (**NCCI**) Memberships.

All Members agree to be bound by and comply with, NCCI & RCCI constitution (the **Constitution**), by-laws, the rules and regulations of the Board and/or Council (as appropriate) and these Terms and Conditions, as amended or varied, from time to time.

As a company limited by guarantee, Members provide a guarantee under the Constitution in the event of a winding-up. The guarantee is limited to the membership fee as detailed in your membership application form.

CCIWA is committed to advancing trade and commerce in Western Australia, driven by our fundamental belief in free enterprise.

Our vision is for Western Australia to be the best place to live and do business. To achieve this, we listen to the needs of all our stakeholders — businesses, families, consumers and the WA workforce – and respond with agenda-setting policy and advocacy work. By becoming a Member, you will a part of something bigger and help CCIWA achieve this vision.

**Membership Years**

A membership year for NCCI Membership commences on the date you join NCCI and ends on the 12-month anniversary of joining (**Membership Year**).

NCCI Membership will continue until a written resignation of membership is received by NCCI.

**Membership Fees**

You agree to pay NCCI the annual membership fee (the **Annual** **Membership Fees**) as detailed in your membership application form or as determined by NCCI from time to time.

The Annual Membership Fees are GST exclusive unless provided otherwise.

NCCI offers one option of paying Membership Fees:

* one-off total payment in full only
* The one-off payment of the Annual Membership Fees will be payable in full upfront upon applying for membership (or seeking renewal or reinstatement of membership for subsequent Membership Years (as the case may be)).
* If your membership is resigned during a Membership Year, the one-off payment of the Annual Membership Fees for that Membership Year will ***not*** be refunded.

**Resignation and termination**

You may resign your membership at any time by written notice to NCCI

Written notice of resignation of your NCCI membership should be sent to:

NCCI
PO Box 611
NEWMAN WA 6753

Or emailed to admin@newmancci.com.au

NCCI may terminate your membership if you do not pay your membership fees for more than 30 days after they are due for payment.

**Membership Services**

NCCI provides its members with a range of services and benefits as part of its membership (**Membership Services**). The provision of Membership Services is at all times at the absolute discretion of NCCI and is subject to change, variation or cancellation at any time.

NCCI makes no representation or promises that the Membership Services offered at the time of joining NCCI or renewal of membership will continue to be provided to members.

**Point of Contact for Membership Services**

You must nominate one primary point of contact on your membership application form and/or when you join NCCI as a member on the website (**Primary** **Member Contact**). The Primary Member Contact is the main point of contact between NCCI and the Member. Only the Primary Member Contact has the authority to nominate and authorise additional contacts associated with the membership (**Additional Member Contacts**). The Primary Member Contact and any Additional Member Contacts are **Member Contacts**.

In the event a Member Contact leaves your organisation, it is your responsibility to inform NCCI as soon as reasonably practicable. NCCI does not accept any liability for any claim which may arise from an individual accessing Membership Services as a Member Contact, if that person is no longer a current employee of the Member and you have not informed NCCI.

**Not legal or professional advice**

The contents of NCCI publications are provided as general guides only and are not designed to be comprehensive or to provide legal advice and should not be relied upon as such. Formal and specific legal and/or professional advice should be sought to address your individual circumstances.

**No Liability for Publications**

NCCI has taken all reasonable care in preparing its publications. NCCI publications are intended to provide general information in summary form, current at the time of first publication.
NCCI gives no warranties or assurances and makes no representations about its publications, including in respect of its relevance, reliability, accuracy or completeness. NCCI gives no assurances that its publications are suitable for your intended use.

NCCI does not accept any liability for any claim which may arise from any person acting or refraining from acting based on information contained in a publication.
To the fullest extent permitted by law, NCCI, its employees and/or any other person involved in the preparation of NCCI publications excludes all liability including for any direct, indirect or consequential loss or damage suffered by any person acting or refraining from acting as a result of any NCCI publication, or otherwise in connection with it.

**Intellectual Property**

NCCI owns the intellectual property, including copyright, in all content of its publications.

Reproduction of any NCCI publication is not permitted without prior written authorisation from NCCI. If NCCI grants permission, you must give appropriate attribution to the author and date of first publication.

Members are not permitted to use the NCCI name or logo, including on their websites or business stationery or to suggest that they are sponsored, endorsed by, or affiliated with, NCCI without obtaining prior written authorisation from NCCI. You acknowledge that all decisions as to whether to permit your use of the NCCI name or logo are made by NCCI in its absolute discretion.

**No Liability for Third Party Products and Services**

Membership Services may include access to third party products and services.

By accessing and using third party products and services, you acknowledge that you have read and understood the terms and conditions (and Privacy Policy) of that third party and agree to by bound by them.

To the fullest extent permitted by law, NCCI excludes all liability including for any direct, indirect or consequential loss or damage suffered by any person accessing and/or using third party products and services.

**Privacy**

NCCI is committed to protecting your privacy and ensuring that your contact with NCCI is a safe and rewarding experience.  NCCI has a privacy policy to manage privacy.  A copy of NCCI privacy policy is available on our website.

By submitting a membership application form, you acknowledge that you have read and understood the NCCI privacy policy and you agree with, and consent to, the practises described in that policy.

**General**

Changes to Terms and Conditions

From time to time, NCCI may update these Terms and Conditions. The updated Terms and Conditions will apply to all membership applications from the time of posting on our website and onwards.

Inconsistency

In the event of any inconsistency between these Terms and Conditions and the Constitution, the Constitution prevails.

Severability

Any provision of, or the application of any provision of, these Terms and Conditions which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or other jurisdiction.

Governing Law

These Terms and Conditions are governed by the laws of Western Australia.  Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia.

Transferability

Membership, and the rights of being a NCCI member, are personal to the member and are not transferable.

Member Terms and Conditions

If you supply your terms and conditions on any document at any time (including on purchase orders or other documents) your terms and conditions will be of no legal effect and will not constitute part of these Terms and Conditions for the provision of Membership Services, even if a representative of NCCI signs a document that indicates that your terms and conditions apply.