



Membership Terms and Conditions

Overview

This document applies to Members who were first admitted to, or changed their type of membership to THE AUSTRALIAN ASSOCIATION OF VOICE ACTORS (referred to as the Association in this document) on or after 19 April 2024 and regardless of whether the Association trades under the trading name 'THE AUSTRALIAN ASSOCIATION OF VOICE ACTORS' 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 Association's constitution adopted on 22 March 2024 (Constitution).

1. Terms of membership

Terms of issue

The Committee has established various classes of membership. These classes of membership are set out at the Association website www.aavavoices.org. 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 Association general meetings	All membership classes
Right to vote at Association general meetings	All membership classes
Membership fee	The Member must pay the membership fee resolved by the Committee from time to time as applicable to the relevant membership class set out at www.aavavoices.org
Eligibility to hold office in Association Committee	All membership classes
Entitlements	The Member will receive the goods, services and benefits (Entitlements) resolved by the Committee from time to time as applicable to the relevant membership class set out at www.aavavoices.org .

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

Payment of membership fees

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

- (a) paying the entire fee in advance; or
- (b) paying monthly instalments of the fee at a designated rate.

Corporate Members who are required to pay an annual membership fee may do so only by paying the entire fee in advance.

If a Member resigns from membership, it will not be eligible for a refund, pro-rata or otherwise of the membership fees paid.

Termination of membership class

The Committee 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 Association will supply Entitlements to Members.

Specific terms may apply

The supply of particular goods and services by the association or its related entities or partners 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 Association or its related entities at any time. Members should, before using the Association'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 Association 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 Association's website. If a Member disagrees with any variation of the Services Terms, the Member may by written notice to the Association, terminate its membership in accordance with the Constitution.

Limitation of liability

To the extent that a Member acquires goods or services from the Association 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 Association 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 Association has engaged in criminal or deliberate misconduct, the Association'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 member's annual membership fee.

Where the Association 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 Association's liability is not so

limited under these Services Terms), the Association'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 Association (or a related entity) may assume under separate terms and conditions that the Association may enter into with the Member (for example, in relation to a specific service or product that is provided to the Member).

Neither the Association 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 Association and the Member knew it might happen, for example, if the Member discussed it with the Association.

Use of services

A Member must only use the Association'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 Association 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 Association 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 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 Association'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 Association 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 Association 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 Association or otherwise prejudicial or inimical to the Association's interests.

3. Communicating with the Association

Notices and promotional materials

Where a Member is entitled to receive a notice under these Services Terms, the Association 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 Association from time to time by the Member).

Service queries and complaints

Queries or complaints about the Association's provision of goods, products or services should be directed to the Association's phone number (02 9059 8232).

Membership queries and communications

Corporate governance enquiries, for example, those relating to Members' rights to attend and vote at the Association's general meetings, should be emailed to secretary@aavavoices.org . Member resignations (and related queries) should be emailed to secretary@aavavoices.org .

General

These Services Terms are to be 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 Association and each Member with respect to its subject matter.

Disclaimer in relation to information services

The Association 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 Association 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. 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.

4. Privacy Policy

Upon admission to a membership class, each Member agrees that the Association's collection, holding, use and disclosure of personal information is dealt with in its Privacy Policy.

The Association is committed to complying with the *Privacy Act 1988* (Cth) (the Privacy Act) and the Australian Privacy Principles contained in the Privacy Act when managing personal information.

This Privacy Policy sets out how the Association collects, holds, uses and discloses personal information. By providing your personal information to us, you consent to it being handled in accordance with this Privacy Policy.

The Association may amend this policy from time to time by publishing an updated version of the policy on our website. To ensure that you are aware of our current privacy policy, please check our website periodically.

Collection of Personal Information

The Association collects and holds personal information of prospective, current and former:

- members of the Association;
- clients and suppliers;
- other persons who interact with the Association (e.g. by registering to attend events, receive materials or otherwise engage with the Association and its activities).
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The kinds of personal information that we collect and hold comprises (depending on your relationship with the Association):

- your personal details (e.g. name, contact details, date of birth, employment status and qualifications, titles, whether you identify as Aboriginal or Torres Strait Islander);
- your membership information (e.g. membership history, details related to the Association's committees.
- the financial status of your membership.

Security of Personal Information

The Association is committed to keeping your personal information secure.

As we may hold your personal information in either electronic or hard copy form, we use a variety of physical and electronic security measures to keep your personal information secure from misuse, interference, loss or unauthorised access, modification or disclosure. These include:

- restricting physical access to our offices;
- restricting access to our electronic systems;
- password protecting our IT systems;
- employing firewalls, anti-virus software and secure databases;
- requiring office bearers to take steps to keep personal information secure and treat it as confidential.

Access to personal information

Any person about whom the Association holds personal information may request access to that information by written request to the Association's Privacy Officer. Such requests will be dealt with in accordance with Australian Privacy Principle 12 (which includes some situations in which we may not be able to provide access to personal information).

Correction of Personal Information

Any person who believes that personal information which the Association holds about them is not accurate, complete and up to date is invited to seek correction of that information by written request to the Association's Privacy Officer. Such requests will be dealt with in accordance with Australian Privacy Principle 13.

If you request access to your personal information or ask us to correct or update information about you, we may need to verify your identity. In some circumstances, there may be a valid reason for us to deny your request to access or correct your information. If we do this, we will tell you why.