

# Greater Shepparton Business Network Terms and Conditions of Membership

Greater Shepparton Business Network (GSBN) is a registered trading name of  
Shepparton Chamber of Commerce and Industry Incorporated (SCCI)

## 1. Terms of GSBN and SCCI Membership

### 1.1 Overview

- Greater Shepparton Business network (GSBN) membership is open to all registered businesses operating within the boundaries of the regional City of Greater Shepparton Victoria Australia. Different Membership categories are offered, each of which attracts varying pricing, entitlements, and opportunities. For details of GSBN's various membership packages, refer to the member benefits comparison table within our prospectus and on our website [www.gsbnet.au](http://www.gsbnet.au)
- GSBN board of management operates within the rules of the articles of association of registered organisation Shepparton Chamber of Commerce and Industry Incorporated ABN 68 976 500 513 as found on the GSBN Website
- GSBN membership is subject to the approval of the Board of Management of GSBN and member agreement of the terms and conditions of membership.
- GSBN membership includes membership of Victorian Chamber of Commerce and Industry (VCCI) ABN 37 650 959 904 at the applicable member service level specified in the member benefit table on the GSBN Website.
- VCCI Membership is subject to agreement with VCCI Terms and Conditions as found on the GSBN website.

### 1.2 Membership Term

- GSBN Membership commences on the date of first payment (“**Commencement Date**”) and continues for a period of 12 months from the Commencement Date (“**Expiration Date**”). Membership will continue on a rolling annual renewal unless otherwise notified.

### 1.3 Services

- GSBN provides its members with a range of services including membership of the Victorian Chamber of Commerce and Industry (VCCI) including package options, services, and entitlements as part of a membership. The provision of such services and entitlements is always at the absolute discretion of VCCI and may be subject to change, variation, revocation, or cancellation at any time.
- GSBN makes no representation or promise that Services offered at the time of joining or renewal of Membership will continue to be provided to members.
- GSBN members will be required to have read understood and accept the terms and conditions of both GSBN and VCCI at the time of application for the membership to be deemed valid.

### 1.4 GSBN Membership Fee

- GSBN Membership Fees are set out in our prospectus and on our website. GSBN Membership Fees are exclusive of GST, unless otherwise stated.
- Membership fees payment is payable by electronic funds transfer either via monthly instalment (applicable to General and Silver membership levels only) or in full within 28 days of receipt of membership renewal notice.
- GSBN Membership Fees include payment of the applicable level of VCCI Membership fees and are non-refundable.
- GSBN Membership Fees will be reviewed annually and may be subject to increase at the absolute discretion of GSBN Board of Management. Written notice of any change to GSBN Membership Fees will be provided at least 30 calendar days prior to date for renewal.
- You are deemed to have accepted such change unless written notice of cancellation of your Membership is received within 7 calendar days of notice.

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## 1.5 Payment

- A member may elect to pay the Membership Fee by any of the following methods:
- paying the full GSBN Membership Fee online via the [website member application page](#)
- paying the GSBN Membership Fee via monthly instalments as per the electronic membership application process on GSBN [website member application page](#). Monthly instalment packages are applicable to General and Silver GSBN Memberships only.
- paying the full GSBN Membership Fee within 28 days of receiving an invoice from GSBN (including a Renewal Notice)
- GSBN Administrative management will pay applicable VCCI Membership level fees on behalf of GSBN members on receipt of GSBN membership payment. *(refer to Clause 2 Direct debit for further terms and conditions regarding direct debit payment).*

## 1.6 Primary Contact

- At the time of purchasing your GSBN Membership, you will be required to nominate a primary point of contact ("**Primary Contact**").
- The Primary Contact has the authority to nominate and authorise additional contacts associated with the Membership ("**Authorised Contacts**").
- It is the members responsibility to promptly notify GSBN of any change to the status or contact details of the Primary Contact or Authorised Contacts.
- GSBN accepts no liability for any claim which may arise from an individual accessing the Services under a Membership if that person is no longer an employee of the member and the member has failed to inform GSBN of the departure.
- GSBN Online application form requires you to provide all relevant information pertaining to your registered business address and contact information.

## 1.7 Entitlements

- GSBN entitlements are valid for 12 months from the commencement date, unless otherwise agreed.
- VCCI entitlements are subject to the Terms and conditions of membership as described on the VCCI member services portal and website.
- Redemption of VCCI Credits and entitlements are subject to the rules and conditions of VCCI membership as per the VCCI terms and conditions.
- GSBN entitlements are not transferable or redeemable for cash or other benefits. GSBN discounts and other entitlements are subject to availability.

## 1.8 GSBN Membership Renewal

- 30 days prior to the Expiration Date of your Membership, GSBN administration will issue the Primary Contact with a Renewal Notice.
- By paying the amount on the Renewal Notice (whether in full or direct debit instalments), your Membership will renew for a further 12 month period.

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## 1.9 Promotions

- GSBN may introduce limited promotions and offers to Members (new and existing), which may include additional terms and conditions.
- Any promotional offers are exclusive to GSBN members and non-transferable.
- Sometimes GSBN will combine with sponsors, partners or other third parties to offer some or all our members special offers. Such offers are generally only available for a limited time and may require members to meet certain detailed eligibility requirements.

## 1.10 GSBN Community Membership

- GSBN Community Membership is a free subscription platform to stay connected to GSBN.
- If your GSBN Membership lapses or expires and is not renewed (to a paid Membership), you will be transitioned to GSBN Community membership.
- GSBN Community Membership keeps you informed about:
  1. Latest Industry news and updates, via GSBN digital communications;
  2. Periodic GSBN advocacy through invitations to complete surveys;
  3. Certain special member promotions and offers.
- GSBN Community is a continuing subscription until you opt-out/unsubscribe from GSBN Community via the subscription/preference centre on the member hub or by calling our customer service line on 0407 503 886 or emailing [members@gsbn.net.au](mailto:members@gsbn.net.au)
- For the avoidance of doubt, GSBN Community membership does not provide you with GSBN member entitlements, access to events or member pricing.

## 1.11 Suspension and Termination

- After 14 days of non-payment of a GSBN Renewal Notice, your Membership will be suspended.
- If your Membership is suspended, we are unable to assist or provide you with any Services.
- If your Membership is not renewed by payment of the applicable membership fee within 30 days, GSBN may cancel the Membership. The account will be transferred to GSBN Community (refer to Clause 1.10 for more information).
- If you resign your GSBN Membership, any Membership Fees paid are not refundable. GSBN and VCCI will cease to provide Services to you upon receipt of your resignation as a member.
- Any unpaid GSBN Membership Fees that were due and payable at the time of resignation of your Membership in relation to a period before your resignation remain due and payable to GSBN as a debt due.
- GSBN may at any time suspend or terminate Services to a member where the member, in GSBN's absolute discretion:
  1. is in breach of these Terms and Conditions or the Rules;
  2. does anything that negatively impacts or affects the image, goodwill, name or reputation of GSBN.
  3. exhibits abusive, threatening, or harassing behaviours toward GSBN staff or nominated representatives, in their delivery of the Services.

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## 1.12 Consequences of Suspension and Termination

- Where a Membership is terminated by GSBN in accordance with Clause 1.11, you will release and indemnify GSBN in relation to any costs, expenses, actions, suits, proceedings, claims, demands or damages arising directly or indirectly in relation to such termination.

## 1.13 Appropriate use of information and behaviour standards

- As a financial GSBN member, you agree that any information or advice provided to you by GSBN is provided for the use of the Member only, unless otherwise agreed. You agree not to use the information or advice for commercial resale or gain.
- You agree not to wholly, partly, directly, or indirectly, assign, commercialise, transfer, on-sell, or otherwise make available Services provided by GSBN as part of your Membership, to a third party.
- You agree not to use your access to GSBN information and advice to obtain information or advice for the use of a third party (including any subsidiaries or related companies that are not members of GSBN).
- GSBN reserves the right to suspend or cancel a Membership if it believes use of the Services has been improper, unreasonable or excessive.
- A GSBN member, its employees and contractors will endeavour to act at all times to ensure that they do not:
  1. engage in any conduct that is likely to harm GSBN's reputation, products or services or may bring the GSBN into disrepute;
  2. act prejudicially to the interests of GSBN; or
  3. make or purport to make any representations on behalf of the GSBN, or its members without the prior written approval.

## 2. GSBN Membership fee - Direct Debit payment

- By providing your payment method details to GSBN and selecting direct debit as your payment arrangement, you accept and acknowledge that these terms apply to payment of your Membership, and you are authorised to establish this payment arrangement.

### 2.1 Drawing arrangements

- GSBN will arrange for funds to be debited (by your financial institution or other payment service provider) from your nominated account in payment of amounts you owe to GSBN for your Membership, either monthly or by arrangement as selected by you at the time of Membership purchase.
- Where you have chosen monthly direct debit, the first monthly payment will be debited upon signing. With monthly instalments to be debited the first Tuesday of each month.
- We reserve the right to cancel your direct debit arrangement at any time if any direct debit transaction is dishonoured by your nominated financial institution or is otherwise unsuccessful. You must pay your outstanding fee using another payment method that is approved by GSBN within five business days.
- Where there have been one or more unsuccessful attempts to take payment, you may be charged a dishonour fee by your financial institution and/or GSBN to cover reasonable administration and processing costs.

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## 2.2 Your rights

- Subject to the below, you may terminate your direct debit arrangement at any time by giving written notice directly to us and to your nominated financial institution no less than seven business days prior to the next due date.
- The balance of all outstanding fees will be due and payable within seven days of terminating the direct debit.
- Where you consider that your account has been debited incorrectly you may take the matter up directly with us at [admin@gsgbn.net.au](mailto:admin@gsgbn.net.au) or lodge a Direct Debit Claim through your nominated financial institution.

## 2.3 Your responsibilities

- You should check with your financial institution that direct debiting is available through the Bulk Electronic Clearing System (**BEC**), from the account you have given us. You should check that the account details which you have provided to us are correct by checking them against a recent statement.
- It is your responsibility to ensure that the authorisation given to us to make direct debits is in accordance with the account signing instruction held by the financial institution where your nominated account is based. If the account requires joint or multiple signatures for withdrawals all such signatories must sign this direct debit request; if you are uncertain on how to complete the Direct Debit Request, please check with your financial institution.
- If you are uncertain as to when a direct debit for your Membership will be processed by your financial institution or any other payment service provider, you should contact them directly.
- It is your responsibility to ensure that sufficient funds are available in the nominated account to meet a direct debit on its due date.
- You should check your account statement to verify that the amounts debited from your account are correct. If the designated amount is not debited from your account, it is your sole responsibility to contact us.
- It is your responsibility to advise us if the account nominated by you to be debited has changed, is transferred or closed.
- It is your responsibility to arrange with us a suitable alternate payment method if you cancel your direct debit arrangement.

## 2.4 Insufficient funds

- If there are insufficient cleared funds in your account to meet a direct debit payment, we will retry within 48 hours.
- If a direct debit payment is dishonoured by your financial institution and not paid within 30 calendar days of its due date, your Membership will be suspended with effect from the 15th day of the month following the due date of the direct debit.

## 2.5 Resignation of Membership

- If a member has a direct debit arrangement with GSBN and provides notice of resignation of its Membership prior to the Expiration Date, it will be liable for Membership Fees up to the Expiration Date.

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## 2.6 Dispute

- If you believe that there has been an error in debiting your account, you should notify GSBN directly on 0407 503 886 or [admin@gsbn.net.au](mailto:admin@gsbn.net.au) and provide notice in writing to us as soon as possible, so that we can resolve your query quickly.
- If we conclude because of our investigation that your account has been incorrectly debited by GSBN, we will refund the incorrect amount either by cheque or by electronic funds transfer (at our discretion) directly to your account within 14 calendar days. Should our investigation conclude your account has been incorrectly debited by a financial institution we will request that it adjust your account (including interest and charges) and advise you in writing accordingly.
- If we conclude as a result of our investigation that your account has not been incorrectly debited, we will respond to your query by providing written reasons for our finding.
- Any queries you may have about an error made in debiting your account should be directed to [admin@gsbn.net.au](mailto:admin@gsbn.net.au) so that we can attempt to resolve the matter. If we cannot resolve the matter, you can still refer it to your financial institution.

## 2.7 Confidentiality, Disclosure and Privacy

- GSBN will keep any sensitive information regarding your direct debit arrangement (including your account details) 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.
- We will only disclose information that we have about you: (a) to the extent specifically required or authorised by law; or (b) for the purpose of these Terms and Conditions (including disclosing information in connection with any query or claim); or (c) with your express written consent.

## 2.8 Notices

- If you wish to notify us in writing about anything relating to your direct debit arrangement, you should write to [admin@gsbn.net.au](mailto:admin@gsbn.net.au)

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## 3. Events

- GSBN holds a comprehensive schedule of member networking events. A calendar of events will be published on the GSBN website and communicated via the GSBN electronic newsletter. Attendance fees for these events may vary and access to these events is conditional with priority for GSBN members. Complimentary free access to a certain number of events annually is available to each GSBN member as outlined in the GSBN event guide item 3.1. Periodically GSBN will hold special ticketed sit-down events with high profile guest speakers where priority access will be given to GSBN Members ahead of general public. Your GSBN Membership entitles you to special discounted pricing for attendance at these events subject to availability and conditions that may apply.
- Fees for event registration cancelled less than 7 days prior to the scheduled event are non-refundable
- GSBN will periodically hold events in partnership with VCCI. GSBN membership entitles you to special member discounts and benefits for selected VCCI events as per the VCCI terms and conditions.
- GSBN reserves the right to cancel or reschedule events to an alternative date in exceptional circumstances. All registered attendees affected by the cancellation will be given the opportunity to attend the revised event or receive a full refund for attendance fees already paid.
- In attending an event you acknowledge that GSBN may film or record images of you attending the event that may be used in future Marketing, promotional or training programmes offered by GSBN. The use of these images will not require your written consent, nor will there be any remuneration attached to the use of the image. Should you not wish any images of yourself be published by GSBN please notify us in writing at [admin@gsbn.net.au](mailto:admin@gsbn.net.au).
- Unless otherwise stated attendees at any GSBN event must be over the age of 18 and proof of age may be requested before entry is permitted to certain event venues. All events are conducted in accordance with Victorian Government guidelines and rules pertaining to the serving of alcohol or use of any third party venue.

### 3.1 Event Guide

- **GSBN After 5 Business Networking Events**

Ticket price for GSBN after 5 business networking events is \$25.00 a head

Membership of GSBN entitles the member to a fixed number of free event entries with a maximum of 2 free tickets per event. The number of free events varies depending on your level of membership as detailed in the membership prospectus.

Members inviting a guest as a potential new GSBN member will receive an additional free ticket for themselves and the guest for 1 event only.

Numbers of tickets available to each after 5 business networking event will be limited depending on the conditions relative to each specific event.

- **GSBN Ticketed Special Events**

Membership of GSBN entitles the member to a fixed discount of 10% or 20% relative to membership level, on the purchase of tickets to GSBN hosted special ticketed events.

Platinum members and above receive an additional benefit of free entry to 2 special ticketed events being a maximum of 2 tickets per free event.

The number of discounted tickets available per member may be limited depending on the conditions relating to that specific event. The number of free event entries with a maximum of 2 free tickets per event.

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## 4. GSBN and VCCI facilitated Training & Courses

- GSBN membership entitles you to access over 700 registered online and in person training and personal development programmes via the VCCI training resource hub. Full details of available resources will be found on the VCCI website.

## 5. General information

### 5.1 Intellectual Property

- Except where expressly stated herein nothing in these Terms and Conditions transfers any Intellectual Property Rights of a party to any other party.
- GSBN will retain all intellectual property rights in the GSBN trademarks.
- The member will retain all Intellectual Property Rights in the Member Trademarks.
- The member grants GSBN a non-exclusive, revocable and royalty free licence to reproduce and publish the Member Trademarks for the sole purposes of GSBN using that Member Trademarks in its member directory and other mediums relevant to the events and the opportunities of GSBN. It is the responsibility of the Member to keep GSBN informed as to the current status of its Member Trademarks and notify GSBN if a Member Trademark ceases to exist.
- A member shall not distribute or otherwise use any advertisement, signage or press release or any other marketing material produced in relation to its products or services referring to GSBN without obtaining the prior written approval, with such approval not to be unreasonably withheld.
- The member shall not, during or after the Term of its Membership, make any improper use of GSBN Trademarks.

### 5.2 Privacy

- GSBN will handle any personal information collected through your Membership package, attending an Event and/or Course confidentially and in accordance with the law.

### 5.3 Variations and Changes

- No amendment or variation of these Terms and Conditions is accepted unless made in writing and agreed by GSBN.
- GSBN may refresh, update or render Membership offerings or Entitlements unavailable from time to time, in its absolute discretion.
- You agree that GSBN may change these Terms and Conditions at any time. GSBN agree to publish any change to its Terms and Conditions on its website.
- If you have any questions or complaints in relation to GSBN, please contact us on 0407 583 886 or via email at [admin@gsbn.net.au](mailto:admin@gsbn.net.au)



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## 5.4 Disclaimers

- GSBN will not be deemed liable for any loss or damage caused to a GSBN member due to the non-provision of Services to the member as a result of the suspension or cancellation of such services to the member or as a result of GSBN changing the services it provides or no longer offering services in the exercise of its discretion.
- GSBN accept no responsibility or liability for any losses incurred in contract, tort, negligence, or any other cause of action, or any liability for any loss of profit, loss of opportunity, loss of revenue, loss of data, loss from computer viruses or any indirect or consequential loss.
- GSBN is not liable for any outcomes impacting a GSBN member who is acting on advice or outcomes of engagement with services provided by VCCI through its partnership association with GSBN. GSBN members should refer to full terms and conditions of engagement provided by VCCI on their website.

## 5.5 Governing Law

- These Terms and Conditions are governed by and construed in accordance with the laws of the State of the Victoria.