

Business Chamber Queensland Membership Terms and Conditions

1. These Terms and Conditions / this agreement

- (a) Set out below are the terms and conditions that the parties agree will apply between Business Chamber Queensland and the Member (referred to as "you" and "your"), with respect to the Member's Membership.
- (b) These Terms and Conditions constitute the entire agreement between Business Chamber Queensland and you.
- (c) If you are given these Terms and Conditions before any of the below circumstances occurring, then you will become a Member with Business Chamber Queensland upon you doing any of the following:
 - (i) purchasing a new Membership with Business Chamber Queensland; or
 - (ii) renewing a Membership with Business Chamber Queensland.
- (d) You acknowledge and agree that by becoming a Member and by doing any of the above, that you will be bound by these Terms and Conditions.
- (e) The person signing up to a Membership on behalf of a company or other legal entity, represents and warrants that they have the power and authority to bind the company or other entity to these Terms and Conditions.

2. Rules

- (a) Business Chamber Queensland is an employer organisation registered under the *Industrial Relations Act 2016* (QLD). It operates subject to the rules of the organisation that is registered with the Queensland Industrial Relations Commission ("**the Rules**").
- (b) These Rules bind both Business Chamber Queensland and Members of Business Chamber Queensland. The Rules do not form part of these Terms and Conditions.
- (c) Nothing in these Terms and Conditions is intended to alter or deviate from the Rules. In the event of any inconsistency between these Terms and Conditions and the Rules, the Rules prevail to the extent of the inconsistency.

3. Membership

3.1 Overview

You acknowledge that Memberships are offered in various categories, which attracts varying pricing, Entitlements, and opportunities. These various categories of Membership with their varying pricing, Entitlements and opportunities may differ between you and other Members.

3.2 Term

Your Membership commences on the date on which you pay the Membership Fee in accordance with clause 3.5, ("**Commencement Date**") and continues for a period of 12 months from the Commencement Date ("**Expiration Date**").

3.3 Entitlements

- (a) Business Chamber Queensland provides Membership with a range of Entitlements as part of a Membership. The provision of such Entitlements may be subject to change, variation, revocation, or cancellation at any time on the provision of 30 calendar days' notice.
- (b) Business Chamber Queensland makes no representation or promise that the Entitlements offered at the time of joining or renewal of Membership will continue to be provided to Members.
- (c) If Business Chamber Queensland suspends or cancels the provision of the Entitlements, it will notify its third-party providers of the suspension or cancellation of the Entitlements and you may lose access to those Entitlements with that provider.
- (d) Subject to clause 3.3(a) to 3.3(c), 3.3(e), and any other clause that contemplates an alteration of the Entitlements, you are entitled to the Entitlements until the Expiration Date. Entitlements may not be rolled over into subsequent Membership years (whether through renewal or otherwise).
- (e) The supply of certain courses or Events, which form part of your Entitlements, are subject to availability, and supplied at Business Chamber Queensland's sole discretion. For the avoidance of doubt, the parties agree that a failure to supply courses or Events referred to as forming part of the Entitlements will not be considered a breach of these Terms and Conditions.;

3.4 Business Chamber Queensland Membership Fee

- (a) A Member's annual Membership Fee will be set out in the Member Pack supplied to the Member by Business Chamber Queensland.
- (b) Membership Fees are exclusive of GST, unless otherwise stated.
- (c) The Membership Fee is non-refundable unless required by Law.
- (d) The Membership Fee may be reviewed at any time(s) and may be subject to increase at the absolute discretion of Business Chamber Queensland.
- (e) Upon the Member being invoiced for the Membership Fee the amount is a debt owing by the Member to Business Chamber Queensland.
- (f) You will be provided with a written notice of any change to the Membership Fees at least 7 calendar days prior to the Renewal Date.
- (g) You are deemed to have accepted a change in the amount of the Membership Fee unless you provide written notice of cancellation of your Membership within 7 calendar days of notice of the change to the Membership Fee.

3.5 Payment

- (a) You may elect to pay Business Chamber Queensland the Membership Fee by any of the following methods:
 - (i) in full via Business Chamber Queensland's website; or
 - (ii) in full in accordance with the payment directions on the relevant invoice or Member Pack; or

- (iii) in 12 equal monthly instalments via direct debit; or
- (iv) any other method for the payment of the Membership Fee set out in the Member Pack given to you by Business Chamber Queensland.

3.6 **Primary Contact, Authorised Contacts, Releases and Indemnities**

Primary Contact and Authorised Contacts

- (a) At the time of purchasing your Membership, you will be required to nominate a primary point of contact ("**Primary Contact**").
- (b) You agree that the Primary Contact has the authority to nominate and authorise additional contacts ("**Authorised Contacts**").
- (c) You acknowledge and agree that the Primary Contact and any Authorised Contact may provide Business Chamber Queensland directions and instructions with respect to any aspect of these Terms and Conditions, including payment directions, and all rights and entitlements under these Terms and Conditions, and that Business Chamber Queensland may rely on those directions and instructions from the Primary Contact and any Authorised Contact completely and without the need to validate, check or otherwise make enquiries with respect to those directions and instructions.
- (d) You acknowledge and agree that you may only vary the Primary Contact by giving notice to Business Chamber Queensland in writing via e-mail at membership@businesschamberqld.com.au.

Releases and Indemnities

- (e) You release Business Chamber Queensland from any liability, claim, demand, legal proceedings, and costs (including legal costs) that may arise from an individual accessing any Entitlements under a Membership. This release includes but is not limited to circumstances where Business Chamber Queensland causes or contributes to the access to the Entitlements.
- (f) You indemnify Business Chamber Queensland from any liability, claim, demand, legal proceedings, and costs (including legal costs) which may arise from an individual making use of your Entitlements under a. This indemnity includes but is not limited to circumstances where Business Chamber Queensland causes or contributes to the access to the Entitlements.

3.7 **Advice Lines**

- (a) Each of the parties agree and acknowledge that Members may have access to an Advice Line depending on the Entitlements arising from their Membership.
- (b) You acknowledge and agree that you are solely responsible for providing correct facts and information to Business Chamber Queensland when seeking any advice or information on the Advice Line. You also acknowledge that incomplete, inaccurate or changes in facts or information may change the advice or information provided by Business Chamber Queensland or that might have been provided by Business Chamber Queensland.
- (c) You acknowledge and agree that where you request additional services outside of the scope of the Advice Line, those additional services will be subject to further terms and conditions as contained in Business Chamber Queensland's standard consulting work agreement and may be subject to a consultancy fee for the work performed.

- (d) By using the Advice Line, you acknowledge and agree that:
- (i) information provided by Business Chamber Queensland (and any of its employees, officers, and agents) is of a general nature only and does not constitute legal, accounting, or other professional advice.
 - (ii) you will not rely on any information or advice provided by Business Chamber Queensland via an Advice Line;
 - (iii) while all reasonable endeavours are made to ensure the accuracy of information and advice provided, you will hold Business Chamber Queensland harmless and blameless as to any claim, demand, liability, loss, costs (including legal costs), damage, legal proceedings, and awards for compensation connected or in any way associated with:
 - (A) any action or non-action, or error or omission in the information, advice and Entitlements provided by Business Chamber Queensland;
 - (B) any impact, matter or circumstance that arises in connection with the use of the information, advice and Entitlements provided by Business Chamber Queensland.
- (e) For the avoidance of doubt, you are only entitled to the Entitlements, and mere Membership does not mean that you may be eligible for access to, and use of, an Advice Line

3.8 **Renewal**

- (a) 30 days prior to the Expiration Date of your Membership (the “**Renewal Date**”), Business Chamber Queensland will issue the Primary Contact or any Authorised Contact with an updated Member Pack or such other document that Business Chamber Queensland elects to communicate a renewal of the Membership.
- (b) By paying the amount set out in the Renewal Notice in accordance with the Renewal Notice (whether in full or direct debit instalments), your Membership will renew for a further 12-month period, and the terms governing that renewed Membership will be these Terms and Conditions.
- (c) If you do not wish to renew your Membership, or would like to resign from your Membership, you must provide Business Chamber Queensland:
- (i) 14 days written notice of your election not to renew the Membership, where you elect to cease the Membership by non-renewal; or
 - (ii) 14 days written notice of your election to terminate your Membership, where you elect to resign from your Membership before the Expiration Date.
- (d) If you do not provide any notice as contemplated by clause 3.8(c), your Membership will automatically renew.
- (e) Any notice contemplated by this Clause 3.8 must be sent via e-mail to membership@businesschamberqld.com.au.

Promotions

- (f) You acknowledge and agree that:

- (i) from time to time, Business Chamber Queensland may in its absolute discretion, enter into promotions and offer discounts and differing Entitlements with respect to Memberships;
- (ii) Business Chamber Queensland is not obliged to provide any discount at any point during the term of these Terms and Conditions; and
- (iii) if, at its absolute discretion, Business Chamber Queensland elects to provide you with a discount and / or altered Entitlements with respect to your Membership, whether by reference to an offer or promotion, or otherwise, that does not mean that Business Chamber Queensland was / is bound to provide you with any discount or any offer in accordance with any offer or promotion provided by Business Chamber Queensland.

3.9 **Suspension, Termination and Resignation from Membership**

- (a) If after 14 calendar days after the Expiration Date, no payment in respect of the Membership Fee is received in the amount contemplated by a Renewal Notice, your Membership will be suspended until payment is made.
- (b) If your Membership is suspended in the manner contemplated above, you will not receive any of the Entitlements during the period of suspension.
- (c) If your Membership is not renewed by payment of the Membership Fee set out in the Renewal Notice within 2 calendar months of the Expiration Date, Business Chamber Queensland may cancel the Membership, and will cease providing you with the Entitlements.
- (d) If you elect to resign your Membership:
 - (i) any Membership Fees paid are not refundable. Business Chamber Queensland will cease to provide you with any Entitlements upon receipt of your request to resign as a Member;
 - (ii) any unpaid Membership Fees that were due and payable at the time of your resignation of your Membership or that relate to a previous / earlier Membership period, remain due and payable to Business Chamber Queensland.
- (e) Business Chamber Queensland may suspend or terminate your Membership if you:
 - (i) are in breach of these Terms and Conditions or the Rules;
 - (ii) in the case of a natural person:
 - (A) become bankrupt;
 - (B) is convicted of a crime, the term of imprisonment for which, is equal to or exceeds 1 year;
 - (iii) in case of an incorporated entity:
 - (A) is being wound up;
 - (B) has had a receiver or receiver and manager appointed in respect of its property;
 - (C) is under administration; or

- (D) has executed a deed of compromise or company arrangement;
 - (iv) do anything that negatively impacts or affects the image, goodwill, name or reputation of Business Chamber Queensland (**Negative Impacts**), which Negative Impacts will be determined at the sole discretion of Business Chamber Queensland; or
 - (v) exhibit abusive, threatening, or harassing behaviours toward Business Chamber Queensland staff in their delivery of the Entitlements.
- (f) Prior to terminating your Membership under clause 3.8(e), Business Chamber Queensland must first give notice in writing, asking the Member to show cause as to why their Membership should not be cancelled (**Show Cause Notice**). If the Member does not respond within 14 days of the Show Cause Notice, then Business Chamber Queensland may terminate the Membership.

3.10 General release and indemnity

- (a) You release and discharge Business Chamber Queensland from any liability, claim, demand, legal proceedings and costs (including legal costs) that are in any way associated or connected with the Membership, Entitlements, the terms of any reliance upon, any advice provided by Business Chamber Queensland, suspension of the Membership, termination of the Membership, and any matters associated with funds in your bank accounts, including but not limited to funds in the bank accounts associated with the direct debiting referred to in clause 4.
- (b) You indemnify Business Chamber Queensland from any liability, claim, demand, legal proceedings and costs (including legal costs) that are in any way associated or connected with the Membership, Entitlements, the terms of any reliance upon, any advice provided by Business Chamber Queensland, suspension of the Membership, termination of the Membership, and any matters associated with funds in your bank accounts, including but not limited to funds in the bank accounts associated with the direct debiting referred to in clause 4.
- (c) Business Chamber Queensland and you agree that no provision of these Terms and Conditions (or any other agreement between the parties) will derogate from the release and indemnity set out in clause 3.10(a) and 3.10(b).

3.11 Fair Use of Information & Advice and Behaviour Standards

- (a) You agree that any information or advice provided to you by Business Chamber Queensland is provided for the use by you only, unless otherwise agreed. You agree not to use the information or advice for commercial resale.
- (b) You agree not to assign, commercialise, transfer, on-sell, or otherwise make any part of the Entitlements available to a third party.
- (c) You agree not to assist a third party in any way to use or access any information or Entitlements that are made available to you pursuant to these Terms and Conditions.
- (d) You acknowledge and agree that if you provide any information, advice, or Entitlements that Business Chamber Queensland provides to you, then Business Chamber Queensland may:
 - (i) suspend the Membership until such time as it is satisfied that you have ceased to provide the information, advice, or Entitlements to any third party, and retrieved that information advice, or Entitlement from the third party. You will not be entitled to the refund of any part of any

- money paid to Business Chamber Queensland in the event that your Membership is suspended pursuant to this clause 3.11(d)(i); or
- (ii) terminate the Membership. You will not be entitled to the refund of any part of any money paid to Business Chamber Queensland in the event that your Membership is terminated pursuant to this clause 3.11(d)(ii).
- (e) You acknowledge and agree that:
- (i) Business Chamber Queensland may suspend the Membership and the provision of the Entitlements if it considers (in its absolute discretion) that you have used the Entitlements improperly, or unreasonably, or excessively; or
 - (ii) Business Chamber Queensland may terminate the Membership and the provision of the Entitlements if it considers (in its absolute discretion) that you have used the Entitlements improperly, or unreasonably, or excessively.
- (f) You, your employees, and contractors will always endeavour to ensure that they do not:
- (i) engage in any conduct that is likely to harm Business Chamber Queensland's reputation, products or services or may bring Business Chamber Queensland into disrepute;
 - (ii) act prejudicially to the interests of Business Chamber Queensland; or
 - (iii) make or purport to make any representation on behalf of Business Chamber Queensland or its Members without the prior written approval of Business Chamber Queensland.

4. Direct Debit

4.1 Direct Debit Payment

By providing your payment method details to Business Chamber Queensland and selecting direct debit as your payment arrangement, you accept and acknowledge that this clause 4 applies to govern that direct debit payment arrangement.

4.2 Drawing arrangements

- (a) Business Chamber Queensland will arrange for funds to be debited (by your financial institution or other payment service provider) from your relevant account in payment of amounts you owe to Business Chamber Queensland.
- (b) Where you have chosen monthly direct debit:
 - (i) the monthly direct debit will occur on or about the Commencement Date;
 - (ii) the second direct debit will occur on or around the date that is one calendar month after the Commencement Date; and
 - (iii) subsequent direct debits will occur on or around each calendar following the second direct debit referred to above.
- (c) Business Chamber Queensland may change the amount or frequency of the agreed direct debit drawings by notifying you in writing at least 14 calendar days prior to the direct debit date.

- (d) Business Chamber Queensland may elect 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. In these circumstances, you must within 5 business days pay any outstanding amounts via a method of payment method that is approved by Business Chamber Queensland.
- (e) 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 Business Chamber Queensland to cover reasonable administration and processing costs associated with the dishonoured direct debit.
- (f) Where the Membership is terminated, or you elect to resign from Membership, Business Chamber Queensland will seek to direct debit the entirety of any monies outstanding. If, however, Business Chamber Queensland cannot direct debit all outstanding amounts, you must pay Business Chamber Queensland the entirety of all outstanding amounts within 5 business days of the termination of the Membership or the resignation from Membership (whichever is applicable).

4.3 **Your Rights**

- (a) Subject to clause 4.3(b) below, you may terminate your direct debit arrangement at any time by giving written notice directly to Business Chamber Queensland and to your nominated financial institution no less than seven business days prior to the next due date.
- (b) The balance of all outstanding fees will be due and payable within seven days of terminating the direct debit.

4.4 **Your Responsibilities**

- (a) You acknowledge and agree that Business Chamber Queensland relies on the information given to it by you in respect of the direct debit arrangements contemplated in this clause 4.
- (b) You acknowledge and agree that your responsibilities with respect to the direct debit arrangements include but are not limited to, the following:
 - (i) 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 account statement.
 - (ii) 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.
 - (iii) 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.
 - (iv) It is your responsibility to ensure that sufficient funds are available in the nominated account to meet a direct debit on its due date.
 - (v) 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.

- (vi) It is your responsibility to advise us if the account nominated by you to be debited has changed, is transferred, or closed.
 - (vii) It is your responsibility to arrange with us a suitable alternate payment method if you cancel your direct debit arrangement.
- (c) You acknowledge and agree that Business Chamber Queensland is not required to validate, check, or otherwise make enquiries with respect to any matter associated with direct debit or your bank accounts.

4.5 **Dispute**

- (a) If you believe that there has been an error in debiting your account, you should notify Business Chamber Queensland directly on 1300 731 988 and provide notice in writing to Business Chamber Queensland as soon as possible via membership@businesschamberqld.com.au, so that Business Chamber Queensland can resolve your query quickly.
- (b) If Business Chamber Queensland concludes, because of Business Chamber Queensland's investigation, that:
 - (i) your account has been incorrectly debited by Business Chamber Queensland, then Business Chamber Queensland will refund the incorrect amount by electronic funds transfer directly to your account within 14 calendar days.
 - (ii) your account has been incorrectly debited by a financial institution you:
 - (A) acknowledge and agree that Business Chamber Queensland is not liable for the incorrectly debited amount; and
 - (B) authorise Business Chamber Queensland to request that the financial institution adjust your account (including interest and charges) and advise you in writing accordingly.
- (c) If Business Chamber Queensland concludes, because of Business Chamber Queensland's investigation, that your account has not been incorrectly debited, Business Chamber Queensland will respond to your query by providing written reasons for Business Chamber Queensland's finding.

5. **Confidentiality, Disclosure and Privacy**

- (a) Business Chamber Queensland will only collect, use and disclose information that Business Chamber Queensland have about you:
 - (i) to the extent specifically required or authorised by Law; or
 - (ii) that is reasonably necessary for the purpose of these Terms and Conditions (including collecting, disclosing, holding and using information in connection, either directly or indirectly, with any query, claim or supply of any courses as part of your Entitlements); or
 - (iii) for the purpose of direct marketing, including referring Members to third-party providers for industry training as part of your Entitlements; or
 - (iv) with your express written consent; or
 - (v) to Business Chamber Queensland's professional advisors..

- (b) Business Chamber Queensland will handle your personal information in accordance with the *Privacy Act 1988* (Cth) and the Business Chamber Queensland Privacy Policy as amended from time to time, and which is available on Business Chamber Queensland's website at www.businesschamberqld.com.au.
- (c) The Member acknowledges and consents to its information being collected, disclosed, held and used for the purposes set out above in Clause 5(a) of the Terms and Conditions.

6. Business Chamber Queensland Events

- (a) Business Chamber Queensland holds sought-after business and networking events. A calendar of upcoming events is available via <https://businesschamberqld.com.au/news-and-resources/webinars-and-events/>
- (b) The Member acknowledges and agrees that any involvement or attendance at an event by a Member is subject to the Event Terms and Conditions which can be found at <https://businesschamberqld.com.au/news-and-resources/events-terms-conditions/>
- (c) The Member acknowledges and agrees that:
 - (i) it has read the Event Terms and Conditions at <https://businesschamberqld.com.au/news-and-resources/events-terms-conditions/>
 - (ii) it understands the Event Terms and Conditions; and
 - (iii) it agrees to be bound by the Event Terms and Conditions.

7. General

7.1 Paramountcy

- (a) Where Business Chamber Queensland and a Member have entered into another agreement and that other agreement deals with the same subject matters as these Terms and Conditions, then that other agreement will prevail over these Terms and Conditions to the extent of any inconsistency.
- (b) Despite the terms of clause 7.1(a), these Terms and Conditions shall not prevail over any intellectual property provisions set out in a sponsorship agreement or corporate partnership agreement.
- (c) In light of the terms of clause 7.1(a):
 - (i) where the intellectual property provisions in a sponsorship agreement or a corporate partnership agreement are inconsistent with the intellectual property provisions in these Terms and Conditions, then the terms of the sponsorship agreement or corporate partnership agreement will prevail over the intellectual property provisions in these Terms and Conditions to the extent of any inconsistency between the intellectual property provisions; and
 - (ii) to the extent that the sponsorship agreement or corporate partnership agreement intellectual property provisions are different but not inconsistent with the intellectual property provisions in these Terms and Conditions, then those intellectual property provisions in these Terms and Conditions that are not inconsistent, will be construed / read as being additional terms of the sponsorship agreement or corporate partnership agreement.

7.2 Intellectual Property

- (a) Except where expressly stated, nothing in these Terms and Conditions transfers any Intellectual Property Rights of a Party to any other Party.
- (b) Business Chamber Queensland will retain all Intellectual Property Rights in the Queensland Chamber Trademarks.
- (c) You will retain all Intellectual Property Rights in the Member Trademarks.
- (d) You grant Business Chamber Queensland a perpetual, non-exclusive, revocable and royalty free licence to reproduce and publish the Member Trademarks for the sole purposes of Business Chamber Queensland using that Member Trademarks in its Member directory and other mediums relevant to the events and the opportunities of Business Chamber Queensland. It is your responsibility to keep Business Chamber Queensland informed as to the current status of your Member Trademarks and notify Business Chamber Queensland if the Member Trademark ceases to exist or changes.
- (e) You must not use the Queensland Chamber Trademarks in any way without obtaining the prior written approval of the Business Chamber Queensland, with such approval to be at the sole discretion of Business Chamber Queensland.
- (f) Where Business Chamber Queensland grants to you the use of Business Chamber Queensland Trademarks, the use of those trademarks by you will be limited as follows:
 - (i) you must comply with all directions of Business Chamber Queensland in relation to the Business Chamber Queensland Trademarks; and
 - (ii) subject always to the above, you will have from Business Chamber Queensland a limited, revocable and royalty free licence to reproduce and publish the Business Chamber Queensland Trademarks in accordance with the instructions and directions of Business Chamber Queensland for a period of time that Business Chamber Queensland nominates at its absolute discretion.

7.3 Variation and Changes

- (a) No amendment or variation of these Terms and Conditions is permitted unless it is made in writing and agreed to by Business Chamber Queensland in writing.
- (b) Subject to clause 7.3(c) below, you agree that Business Chamber Queensland may change these Terms and Conditions at any time by publishing any change to membership terms and conditions (including by publishing an entire unmarked-up copy of a complete different set of membership terms and conditions) on its website.
- (c) You acknowledge and agree that any iteration of membership terms and conditions first published on Business Chamber Queensland's website after the Commencement Date of these Terms and Conditions will operate to replace these Terms and Conditions as the terms and conditions of the Membership.

7.4 Questions or Complaints

If you have any questions or complaints, please call Business Chamber Queensland's general enquiries line on 1300 731 988 between 9am to 5pm Monday – Friday (excluding public holidays) or contact Business Chamber Queensland by email at membership@businesschamberqld.com.au.

7.5 Referral fees / arrangements

Business Chamber Queensland has developed a referral network whereby third-party service providers can be referred to you to assist you where Business Chamber Queensland does not have appropriate expertise or capacity to assist you. Business Chamber Queensland may enter arrangements with the third-party service providers pursuant to which Business Chamber Queensland receives referral fees, commissions, sponsorship fees or similar payments from such third-party providers. You consent to Business Chamber Queensland entering into such arrangements.

7.6 Governing Law

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

8. Definitions

The following words and phrases used in these Terms and Conditions have the meanings set out in this section.

Advice Line means any service or Entitlement by which Business Chamber Queensland provides advice or information to a Member irrespective whether that advice or information is provided in person, by telephone, online, in writing, or via any other form.

Business Chamber Queensland means the Queensland Chamber of Commerce & Industry Limited ACN 009 662 060. In these Terms and Conditions, a reference to “we”, “us”, or “our” is also a reference to Business Chamber Queensland.

Business Chamber Queensland Trademarks means the trademarks, service marks, logos, and signs whether registered or unregistered and owned by Business Chamber Queensland.

Entitlements means the services and benefits to Membership that are referable to a category of membership as set out in your membership Member Pack given to you by Business Chamber Queensland at the commencement of your membership.

Intellectual Property Rights means all and any patents, patent applications, trademarks, service marks, trade names, registered designs, unregistered design rights, copyrights, know how, trade secrets, domain names, internet addresses, whether registered or unregistered, and including all applications and rights to apply for any of the same now or in the future.

Law means in Australia, any statute, rule of common law or equity, regulation.

Member means a person who holds a Membership and is entitled to the Entitlements from Business Chamber Queensland. In these Terms and Conditions, a reference to “you” or “your” is a reference to the Member.

Member Pack is a packet of documents that is given to the Member by Business Chamber Queensland which sets out a Member’s Entitlements, applicable Membership Fees, and other matters associated with the Member’s membership.

Member Trademarks means the trademarks, service marks, logos and signs whether registered or unregistered and owned by the Member of Business Chamber Queensland, as relevant.

Membership means the category of membership and that category's associated membership Entitlements with Business Chamber Queensland as set out in your membership Member Pack given to you by Business Chamber Queensland at the commencement of your membership or at the renewal of your membership.

Membership Fee means the amount payable (including any initial joining fee, annual fee, and such other fees or levies as Business Chamber Queensland elect to charge) to Business Chamber Queensland by the Member as set out in:

- (a) the Member Pack, where the first 12 months of Members Membership are concerned; or
- (b) the Renewal Notice for the relevant year of Membership, where years of Membership subsequent to the first 12 months of Membership are concerned.

Party means a party to these Terms and Conditions.

Renewal Notice means the Member Pack, or such other documents as are contemplated by clause 3.8(a) of these Terms and Conditions.

Terms and Conditions means these Terms and Conditions as amended from time to time.