

## AMGC MEMBERSHIP PROGRAM (AMGC.ORG.AU/MEMBERSHIP) TERMS AND CONDITIONS

These Terms and Conditions apply to Membership of AMGC Membership Program. In addition, the Privacy Policy and AMGC Website Terms and Conditions apply. By being a Member, you agree to be bound by these Terms and Conditions as varied from time to time.

### *1.1 Membership of AMGC*

You may become a Member of AMGC in your own name as an individual. Membership is not available to a corporation, firm, partnership or any other entity or organisation. Joint Membership for two or more individuals is not available. Membership is personal to the individual and may not be transferred to a third party.

### *1.2 Becoming a Member*

You may apply for Membership by completing the online Membership Application Form. AMGC will advise you of the outcome of your application and reserves the right to reject any application for any reason.

From the date on which AMGC advises your Membership commences, the rights and obligations of Membership apply to you under the AMGC Membership Program.

### *1.3 Annual Membership Fee*

An Annual Membership Fee is payable for each 12 month period of Membership. The Annual Membership Fee current from time to time will be shown on the AMGC Website. The Annual Membership Fee may be changed at any time and from time to time by AMGC.

### *1.4 Period of Membership*

Subject to these Terms and Conditions, you will remain a Member for an indefinite period. However, your Membership will terminate if you:

- a. fail to pay the Annual Membership Fee invoiced to you by AMGC within 14 days of the due date for payment;
- b. you resign your Membership by written notice to AMGC; or
- c. your Membership is terminated by AMGC in accordance with clause 1.5.

### *1.5 Termination of Membership*

AMGC reserves the right to terminate a Membership by written notice to the Member or to discontinue the Membership Program for any reason at any time.

Your Membership will terminate if:

- a. AMGC terminates your Membership by notice or by discontinuing the Membership Program; or
- b. you fail to pay the Annual Membership Fee in accordance with clause 1.4.

On termination, you are entitled to receive a pro rata refund of your Annual Membership Fee paid in respect of the unexpired period of your Membership (if any).

### *1.6 Member Services and Benefits*

As a Member, you are entitled to access the AMGC Membership Services and Benefits set out on the AMGC Website. AMGC will use its reasonable endeavours to provide the Annual Membership Services and Benefits in a timely and efficient manner. AMGC reserves the right to add to, remove from or otherwise change all or any of the Membership Services and Benefits at any time and from time to time.

### *1.7 Exclusion of Warranties and Limitation of Liability*

To the extent permitted by law, all implied conditions, representations, warranties and other terms are excluded.

AMGC does not exclude any right or remedies in respect of goods or services which cannot be excluded, restricted or modified under the Competition and Consumer Act 2010 (Cth). To the extent permitted by law, AMGC excludes all other rights, remedies, guarantees, conditions and warranties in respect of the AMGC Membership and the Membership Services and Benefits, whether based in statute, common law or otherwise.

Where the law imposes a liability which cannot be excluded, to the fullest extent permitted by law, AMGC's liability will be limited at its option to the supply of goods or services again or the payment of the cost of having the goods or services supplied again.