

# **Australian Society of Baking –**

## **Terms and Conditions of Membership**

### **General Terms & Conditions**

#### **Introduction**

The Australian Society of Baking (ASB) is a not-for-profit association whose registered office is at 111 Old Warrandyte Road, Donvale Victoria 3111 Australia.

The word "member" or "membership" refers to your subscription or your status as a member of the Australian Society of Baking (ASB). Members are required to comply with the [ASB constitution](#).

These general terms and conditions form the basis of the contract through which ASB will deliver the service. You agree to these terms and conditions and you are providing us with the appropriate consent to handle your personal information in accordance with the Australian Privacy Act (1988).

#### **Information handling**

ASB or its agents store, host and otherwise process the information (including personal data) supplied by its members / subscribers / users via its websites and hard copy application forms. We comply with the requirements of the Privacy Act 1988 and will not provide your personal details to any third party other than our direct suppliers who, through contract, provide services to you.

#### **General users - visitors to the ASB website**

ASB does not collect any personal information from users visiting and browsing its website. Only aggregate data such as the number of visits per page are collected. Aggregate data is only used for internal and marketing purposes and does not provide any personally identifying information.

#### **Data protection and use of personal data**

ASB is the data controller and data processor of any personal data you supply. The personal data you supply will be used to process your application for membership, application for services, newsletter or information subscription or your application to become a partner.

The data collected by ASB through its website will be used for: marketing; statistical and analytical purposes; to improve its own web content; to develop new products and services and to administer membership.

ASB may monitor the usage of its website by members whilst respecting the privacy of its members.

#### **Data disclosures to third parties**

ASB is committed to protecting privacy and personal data of its members and subscribers. ASB raises revenue by events and other product fees, and by business partners – commercial providers of products and services.

ASB, by your permission, may provide data to third parties that may offer products and services as a value add for members. This limited data includes names, job titles, organisation names and business addresses, but does not include personal or business phone numbers or e-mail addresses.

ASB may disclose member personal data if required to do so by law or if ASB believes that such action is necessary: to comply with legal requirements; or to act under circumstances to protect the safety or security of its members.

### **Member opt out**

Membership communication will be in the form of email, telephone and by post. Members can update their preferences on their online profile and select:

- by which communication methods they do not wish to be contacted
- which type of emails they wish to receive
- Conditions of membership - Right to refuse applications
- ASB membership is open to individuals and organisations involved or interested in the Baking Industry

Once a member submits an application, it is reviewed by the ASB team. If approved, the applicant receives an automated welcome message as a new member with login details into the member area of the ASB website. Applicants who are not approved will be contacted by ASB individually: either with a request for further information or informing the applicant of ASB's decision to decline the application.

ASB reserves its right not to fulfill or to cancel a member application at any time. If a member is accepted to ASB membership and it subsequently turns out that any or all of the information provided was misleading or false, ASB reserves the right to revoke membership with immediate effect.

### **Conditions of membership - Membership period**

ASB membership is for 12 consecutive months from the date of application and payment has been made.

Membership will become active from the moment you have paid your membership fee and any application fee. ASB will formally approve your membership within 7 days of your payment of fees. If, for any reason, ASB declines your application for membership, a full refund will be made.

On the anniversary of membership an invoice will be generated with an invitation to renew membership.

Members will be deemed to be unfinancial if the subscription is not renewed within 30 days of the issue of the membership invoice. After 30 days unfinancial members will no longer be members of ASB and will not have access to any member benefits or services.

### **Conditions of membership - Individual members' obligations**

ASB expects the highest standards of dignity, fairness and integrity of its members. These values and expectations form the basis of an ASB Code of Conduct that members are requested to abide. Breaches of the code of conduct by members may result in termination of membership by the ASB council.

### **Events**

Members and non-members may be invited to events organised by ASB or by its partners, if such events are considered of value and benefit to members, such as educational and networking opportunities. ASB events may be subject to separate terms and conditions. Please check these at the time of booking.

### **Prize Draw and Competition Rules**

All prize draws and competitions which are associated with ASB offers are subject to separate terms and conditions, as written at the time of the prize draw, competition or offer. Prize draws are not open to employees of ASB. These terms and conditions override any contrary terms or conditions published by ASB in relation to any membership subscription between members and ASB.

### **Price Information**

Any fees displayed on the ASB website are subject to change without notice. ASB reserves the right to increase the price of products and services on a regular basis. If a price change affects services subscribed to by existing members, members will be informed in advance.

### **Governing law and jurisdiction**

These terms and conditions are governed by Australian law. You hereby irrevocably submit to the exclusive jurisdiction of the Australian courts, notwithstanding the jurisdiction where you are based.

If any court or competent authority decides that any of the provisions of these terms are invalid, unlawful or unenforceable to any extent, the affected provision will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by the law.

### **Liability**

Liability for 3rd parties: ASB liability to its members will not extend to any membership related benefits, goods or services provided by an external provider. ASB specifically excludes liability for any loss or damage suffered by a member as a result of his/her involvement in whatever manner with an external provider.

Accuracy of ASB information: Reasonable effort is made to ensure the accuracy of information provided on our websites, in newsletters, and any other publications, however, neither ASB, nor the authors, can accept liability for errors or omissions within its publications.

### **ASB Website**

The ASB website may contain links to other websites, which, in turn, may contain material that has been produced by third parties not affiliated with ASB. ASB has no control over those other websites and accepts no responsibility or liability for information or content provided on such websites.

Notwithstanding the use of data encryption, security of information transmitted via the internet cannot be guaranteed. Any losses incurred or sustained by users who transmit information by electronic means shall be borne solely and exclusively by such user and in no event shall any such losses in whole or in part be borne by ASB.

### **Force Majeure**

Neither party shall be liable to the other for any delay or non-performance of its obligations by reason of matters beyond its control including, but not limited to, any act of terrorism, war, riot, civil commotion, compliance with any law or government order, fire, flood or storm, strikes, or any other industrial dispute, delay in transit, power failure, postal delay, or any event that cannot be reasonably be planned for or avoided.

These Terms and Conditions do not and shall not affect your statutory rights as a consumer.

A person who is not party to these Terms shall not have any rights under or in connection with them under the Privacy Act (1988).

**Variations to this agreement**

ASB may change these terms and conditions at any time upon giving its members 14 days prior notice. The most recent edition of these terms and conditions will be binding upon ASB member, subscribers, and users. ASB Members may exit the contract if they do not accept any proposed variation. These terms and conditions override any contrary terms or conditions published in relation to any membership subscription between a member and ASB.

If ASB privacy policies change, ASB will notify its members and subscribers by e-mail or a special announcement placed on the website.

**Queries, complaints, comments**

ASB will endeavour to respond to any complaint or query received within 48 hours. This may be an acknowledgement that ASB has received a complaint whilst further investigations are carried out. If you have any queries, comments or complaints about products and services, please contact ASB at [admin@associationexecutiveservices.com.au](mailto:admin@associationexecutiveservices.com.au).

If you believe that any of the information ASB holds about you is incorrect or out of date, please log in and edit your information, and if the data is not editable, forward the accurate information to [admin@associationexecutiveservices.com.au](mailto:admin@associationexecutiveservices.com.au).

If members wish to obtain a copy of their personal data held by ASB, please write to [admin@associationexecutiveservices.com.au](mailto:admin@associationexecutiveservices.com.au). You may be asked to provide proof of identity and for any further information that might help ASB to locate the data you are seeking.

Date: 18 April 2018