

## NEAS Membership Terms and Conditions

1. Information that is accessed from the register of members must be used only in a manner relevant to the interests or rights of members.
2. The following persons are eligible to apply to be a member of NEAS and may be accepted for membership by the Board upon payment of the relevant subscriptions and fees:
  - (a) **Full Member**

An organisation that:

    - (i) supports the purposes of NEAS and has an interest in Quality Assurance;
    - (ii) complies with national, State or Territory requirements, or the requirements of any other organisation recognised by the Board, for devising and/or delivering registered and accredited education and training and/or educational assessment services to the public;
    - (iii) has been granted current Quality Endorsement by NEAS; and
    - (iv) has paid in full membership fees, subscriptions and annual fees
  - (b) **Associate Member**

A person that:

    - (i) Is not a full Member;
    - (ii) is not an employee of a full Member;
    - (iii) whose employment or business is significantly exposed to the Sector;
    - (iv) who has been approved by the NEAS directors; and
    - (v) has paid in full membership fees, subscriptions and annual return fees
  - (c) **Life Member**

A person who, at the discretion of the NEAS directors, has been awarded the honour of Life Member for distinguished and meritorious service to NEAS.

## Use of NEAS Membership

3. Full Membership (NEAS full endorsement) permits the right for the member to use the NEAS logo on their website and marketing collateral in accordance with NEAS guidelines.
  - a) The NEAS logo must be used correctly as per the NEAS brand guidelines
  - b) The NEAS logo must not be used to promote products, courses and/or services not endorsed by NEAS
4. Associate Members are not permitted to use the NEAS logo on their website, marketing collateral or in any other form.
5. Associate Membership does not in any way indicate that the member or the member's organisation is endorsed by NEAS. Associate Members must not publish information about their Associate Membership that may be misleading.
6. Associate members are not permitted to share their membership benefits with colleagues.
7. NEAS Australia owns all guides, resources and templates provided as part of membership. Members must not supply any part or the whole of this documentation to any other organisation, whether or not a fee is involved.
8. When engaging in NEAS professional development, all members agree to interact in a professional and ethical manner.

10. All members must agree to comply with the NEAS constitution including paying the guarantee under clause 4 if required.

### **Subscriptions**

11. For Associate Members; Application must be accompanied by payment of the applicant's first annual subscription.
12. For Full Members; Application must be accompanied by payment of the applicant's first annual subscription and evidence of the organisation (or, if clause 5 applies, a member of the group of which the person is a part) having been granted Quality Endorsement by NEAS.
  - (a) The Board will determine the annual subscription payable by each Member or each category of Member.
  - (b) The annual subscription period will commence on 1 July of each year, and the annual subscription will be due in advance within 30 days of this date.
  - (c) An applicant for membership whose application has been accepted must pay their first annual subscription (being in respect of the annual subscription current for the period during which they apply for membership) before they can be admitted as a Member.
  - (d) If a Member does not pay a subscription within 30 days after it becomes due, the Board (or representative of):
    - I. Will give the Member notice of that fact; and
    - II. If the subscription remains unpaid 21 days from the date of that notice, may declare that Member's membership forfeited.
13. Directors decide whether to approve membership
14. Other than initial members, an applicant will become a member when they are entered on the register of members.
15. A person or organisation immediately stops being a member if they:
  - (a) die (for a person)
  - (b) are wound up or otherwise dissolved or deregistered (for an organisation)
  - (c) resign, by writing to the secretary
  - (d) are expelled under clause 17 of the NEAS constitution
  - (e) have not responded within three months to a written request from the secretary that they confirm in writing that they want to remain a member.

### **Voting and Representation rights**

16. Full members are entitled to all the privileges of membership, including the right to attend, speak and vote at general meetings.
17. Associate Members and Life Members are entitled to attend and speak at general meetings but are not entitled to vote at general meetings.
18. For the purposes of voting, where a member has multiple premises and/or additional centres, and but for this clause, would receive an aggregate number of member votes at a general meeting of more than one (1), the Main Centre will be the Full Member pursuant to NEAS' Constitution.

19. Any corporation or organisation which is a Member must:

- a) by written notice to the Company appoint a natural person to act as its Representative in all matters connected with the Company as permitted by the Corporations Act; and
- b) may remove a Representative.

#### **Cancellation**

20. Associate membership may be cancelled at any time by NEAS Australia if any of the NEAS Membership Terms and Conditions are not being met.

21. NEAS reserves the right to remove or edit content or withhold services if any of the NEAS Membership Terms and Conditions are not being met. NEAS will not be held liable for any loss of rights.

22. NEAS Australia should be contacted immediately should you wish to cancel an order for membership.

23. NEAS reserves the right to modify these terms and conditions at any time without notice.