

TERMS & CONDITIONS

INTRODUCTION

Upon acceptance of your member application by the Board of the Visual Media Association (VMA or Association), you as the authorised representative of the member company, as the member applicant, agree to be bound by and comply with the Constitution of the Visual Media Association. A copy of the Constitution is available on the [VMA Member Lounge](#).

Please note, full membership of VMA is continuous until such time as any changes to the membership is advised by you as the member company. Notice of changes, including cessation is required in writing and within sixty (60) days' notice of intent to resign or change to the membership is received by you as the 'Member Company' to the 'Association'.

Associate memberships of VMA are by negotiation and confirmation in writing with the VMA Chief Executive Officer and Associate member company.

Membership payment can be made via credit/debit payment, bank transfer or direct debit annually. An annual invoice for the period of membership – twelve (12) months, is issued with payment terms of thirty (30) days.

If payment is made via direct debit the membership will continue to roll through each month without an annual period, however under direct debit, a twelve (12) month subscription pay-out is required. That is each membership under a monthly direct debit payment is based on a twelve (12) month period, should the membership wish to be terminated, the final amount owing under the twelve (12) month annual period will be required. Alternatively, sixty (60) days' notice to terminate is adequate, as per above termination clause.

VMA imposes a surcharge across credit/debit card payments as well as direct debits. This surcharge is not greater than our cost of acceptance.

AGREEMENT - GENERAL TERMS

Having agreed to and been accepted as a member of VMA, I hereby state that I am authorised to agree on behalf of my company to compliance with the following:

- To VMA promoting my company as a member for the full duration of its membership of VMA.
- That by signing the membership application, I am authorised to enter into a rotational membership with VMA on behalf of my company, recognising VMA financial year is 1st January to 31st December of each year.
- That VMA membership is a rotational membership, in that it rolls over each year unless I provide 60 days' notice in writing, no later than 30th October of each year.
- I acknowledge that my membership is an annual fee of \$220.00 per employee (and as amended from time to time) (Casual, Full Time Employee, Part Time Employee) and I will be invoiced from the 1st of January of each year for a full financial membership (unless permitted otherwise by VMA).
- I acknowledge that signatory of the membership application form and acceptance of the invoice amount is a legal commitment, and that any information I have provided, including the confirmed number of employees is accurate. I further acknowledge and agree the VMA may, at its discretion, make enquiries with the Member to determine the accuracy of information I have provided and any determination that finds more employees than had

been stated will result in an immediately payable additional fee charged to include all employees for the current period of membership.

- I understand and agree that VMA does not offer full or partial refunds of membership fees.
- Upon admission to membership, I agree to abide by all VMA member Rules and related requirements. This includes not engaging in any conduct that may bring the VMA into disrepute.
- I understand and agree that as a term of VMA membership you and any other Member representative may be required to comply with other related policies and guidelines and as implemented from time to time.
- I acknowledge that all content provided through VMA communications, or that I access via the VMA website, remains the property of VMA, and are subject to copyright.
- I accept that any misuse or misrepresentation of VMA materials will not hold VMA liable and I indemnify VMA from any legal consequences from such misuse or misrepresentation of VMA materials.
- I accept that my data will be added to VMA database for all membership communications including but not limited to events and marketing related communications and material.
- I acknowledge that attendance at any VMA related event by a Member representative may result in that Member representative being photographed and or videoed and that such imagery may be reproduced, without compensation, in various format and media and consent to and release VMA from any liability whatsoever.
- I understand and acknowledge that any advice or considerations provided to me by the VMA is given in good faith and on the basis that I have fully and accurately disclosed all relevant facts to my individual circumstances.
- I understand and acknowledge that any changes to member related details are to be provided to the VMA in writing and delivered electronically or by hardcopy before they will be considered received by the VMA.
- I agree that any information I provide on behalf of my company (eg No. of employees for the purpose of fee calculation) will be accurate to the best of my knowledge. Such information will be treated with confidentiality by VMA.

Disclaimer: The Visual Media Association and its employees or contractors will make every effort to provide accurate information and advice to member(s), however it is provided “as is” without express or implied warranty. As a member of VMA you understand and agree it is the complete responsibility of the member(s) to assess all information and advice provided to or accessed by the member and to determine appropriate actions. No responsibility is accepted by the Visual Media Association for actions or outcomes undertaken by the member(s).

CONTENT TERMS & CONDITIONS

Restrictions

You may not:

- Use the Content for any unlawful purpose or in violation of these Terms and Conditions.
- Modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works from the Content.
- Remove or alter any copyright, trademark, or other proprietary notices from the Content.
- Use the Content in a manner that could damage, disable, overburden, or impair the association's website or interfere with any other party's use and enjoyment of the website.

Membership and Access

Access to certain Content may require membership. You agree to provide accurate and complete

information when registering for or accessing such Content. VMA reserves the right to terminate or suspend your access to any Content at its discretion.

You understand and agree that by using any of your devices to print, download or otherwise access Content, you expressly relieve the VMA from any loss or damage of any kind that you may incur as a result of using those devices.

While VMA takes measures to ensure any information is secure in transit and is not permanently stored on its systems, VMA cannot ensure your digital footprint is not stored at some point in areas out of VMA's control.

Changes to Terms

VMA reserves the right to modify or update these Terms and Conditions at any time without prior notice. Updated Terms and Conditions will apply to all members from the time of posting on the VMA website. As a member you accept it is your responsibility to review these Terms and Conditions periodically for any changes.

GLOSSARY OF TERMS

Association – the Visual Media Association.

Constitution – means the Rules of the VMA as registered with the Fair Work Commission and includes any amendments to those Rules.

Content – means any and all content, including documents, imagery, and related that appears on the VMA website, hardcopy or other media.

Member – the Member Company that is a current financial member of VMA.

Terms and Conditions – means the terms and conditions contained in this document and include any and all related VMA policies, documents and guidelines.

VMA – means and refers to Visual Media Association.

INTERPRETATION

In these Terms and Conditions, the following rules of interpretation apply unless a contrary intention appears:

- a. the words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- b. the singular includes the plural and vice versa;
- c. where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- d. headings are for convenience only and do not affect the interpretation of these Terms and Conditions unless otherwise stated;
- e. any reference to a law within these Terms and Conditions, Constitution, and or related policies, guidelines or documents is a reference to that law as consolidated, amended or replaced;

- f. words that are gender neutral or gender specific include all genders; and
 - g. If there is a conflict between these Terms and Conditions and the Constitution, the terms of the Constitution will prevail as far as there is scope;
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Document history

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