

These Terms and Conditions, as amended or updated from time to time, govern all aspects of Individual Members of clubs that are affiliated with an Australian Sailing MYA (**Individual Member**) and the Individual Members relationship with Australian Sailing Limited. (ABN 26 602 997 562) (**Australian Sailing**).

Although Australian Sailing will attempt to notify Individuals of any changes or updates to these Terms and Conditions, amendments or updates will be made available on Australian Sailing's website (www.sailing.org.au) and access to or use of any of the benefits available under Individual Membership after such publication will be deemed as acceptance of these Terms and Conditions as amended or updated.

1 Participation

1.1 Individual Membership is offered to individuals who are members of a sailing, yacht or boating club affiliated (**Affiliated Club**) to a State or Territory Member Yachting Association (**MYA**) and Australian Sailing.

1.1 To be an Individual Member, an individual must be a member of an Affiliated Club.

1.2 By becoming a member of an Affiliated Club, the individual becomes entitled to be a participant (**Individual**), when:

- a. the Individual pays applicable fees (if any) for participation in the Individual Membership and
- b. the individual's details are registered in Australian Sailing's system.

1.3 Participation in the Individual Membership:

- a. is a relationship between Australian Sailing and the Individual only;
- b. is independent from, and does not entitle an individual to membership with an Affiliated Club, MYA and Australian Sailing; and
- c. does not grant to an individual membership rights of any kind, such as attendance at meetings and voting rights, with an Affiliated Club, MYA and Australian Sailing.

1.4 Membership of an Affiliated Club, MYA and Australian Sailing is entirely governed by and subject to the applicable constitution and other governance documents, including in relation to membership status and payment of membership fees.

1.5 Participation as an Individual Member is a status personal to each individual, and may not be transferred or assigned.

2 Benefits

2.1 A schedule of benefits including details of access to benefits will be available on Australian Sailing's website at www.sailing.org.au/information-services/club-members. At Australian Sailing's discretion, the schedule of benefits may be provided via mail or email to the address given by the Individual.

2.2 Benefits may be offered by Australian Sailing, or a third party supplier (**Supplier**) with whom Australian Sailing and/or a MYA enters into arrangements for the availability of benefits.

2.3 In respect of benefits from Suppliers:

- a. the provision of these benefits is a direct relationship between each Supplier and the Individual, which is governed solely by the terms and conditions of the contract between them;
- b. Australian Sailing, MYAs and Affiliated Clubs disclaim any responsibility in relation to the terms and conditions of the Supplier and/or their products or services. It is the responsibility of the Individual, when exercising a benefit, to obtain the applicable terms and conditions and satisfy themselves that both them and the product or service are acceptable to the Individual;
- c. Australian Sailing, MYAs and Affiliated Clubs are not be liable for:
 - i. the refusal of a Supplier to accept or honour any benefit, or
 - ii. any loss or damage caused by or arising from, whether at contract, in tort (including negligence) or under statute, the provision, unavailability, failure or delay to provide, use or otherwise of the products or services obtained by the Individual as a benefit under the Individual Membership; and
- d. any claims or complaints by the Individual must be resolved solely with the Supplier.

2.4 The Individual is responsible for any and all costs, charges, taxes, claims and liabilities of whatever nature and howsoever arising from or incurred in connection with obtaining or utilising the benefits.

2.5 Benefits include a Personal Accident Insurance policy (**PAI Policy**), which is available:

- a. to Individuals whose membership fees with an Affiliated Club are not in arrears for longer than 45 days; and
- b. on the terms and conditions of the policy schedule enclosed with these Terms and Conditions.

3 Termination

3.1 Participation as an Individual Member terminates automatically and irrespective of any notice:

- a. on the death of an Individual; or
- b. when membership of the Individual with the Affiliated Club ends for any reason, including failure to pay applicable membership fees.

3.2 Participation as an Individual Member can be terminated by notice from Australian Sailing in case of breach of these Terms and Conditions by the Individual. It is a breach of these Terms and Conditions for any Individual, in the reasonable opinion of Australian Sailing, to:

- a. abuse any facilities, services or arrangements accorded to the Individual; or
- b. commit any action or omission that is likely to be detrimental to the interests of Australian Sailing, MYAs or an Affiliated Club; or
- c. supply or attempt to supply misleading information, or make any misrepresentation about or to Australian Sailing, MYAs or an Affiliated Club.

- 3.3 Australian Sailing reserves the right to, at any time, in its absolute discretion and without notice:
- a. to revoke the entitlement and access of an Individual to the Individual Membership, or
 - b. to amend, materially alter or terminate the operation of the Individual Membership.
- 3.4 In any case of termination of an Individuals participation as an Individual Member, the Individual will cease to be entitled to exercise any right or benefit under these Terms and Conditions, including the PAI Policy.

4 Exclusion of Liability & Indemnity

- 4.1 Except to the extent applicable laws impose any guarantee or term that cannot be excluded and subject only to 5.2 below, Australian Sailing disclaims, and the Individual agrees to keep Australian Sailing and the MYAs indemnified and harmless against, any liability for:
- a. any Claims; and
 - b. any losses or damages incurred by an Individual, whether at contract, in tort (including negligence) or under statute, directly or indirectly arising from or in connection with the Individual Membership and/or the benefits available under the Individual Membership.
- 4.2 Any and all liability of Australian Sailing, whether to the Individual or any of their relatives, in relation to an Individuals engagement or involvement in any sporting or other activity which is part of, or available to participants of the Individual Membership, including for injury or death, is limited to the insured amounts recoverable by the Individual or Australian Sailing under the PAI Policy.
- 4.3 In this clause 5, "**Claims**" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising by any person.

5 Privacy

- 5.1 Individuals authorise Australian Sailing to obtain their identification, contact details and other personal information (**Information**) either directly or from the Affiliated Clubs or MYAs. Individuals are advised and acknowledge that if the requested Information is not provided, participation in the Individual Membership may be rejected.
- 5.2 Australian Sailing recognises that privacy is important and providing personal information is an act of trust. Australian Sailing takes that seriously, and will manage your Information only in accordance with its Privacy Policy available at www.sailing.org.au/about-us/policy-documents/australian-sailing-privacy-policy.
- 5.3 Individuals must promptly advise their Affiliated Club of any change of name, address or other relevant identification and contact details, either in writing or electronically. Verbal notification is not sufficient or valid.

5.4 Individuals acknowledge and consent to Australian Sailing's and MYAs' use of their personal information for the purpose of sending electronically or by other means, newsletters from Australian Sailing and MYAs and Affiliated Clubs, which may include information of sponsors or other third parties.