**Active Aging Hub**

**Membership Term and Conditions - as at November 1st 2022**

Active Aging Hub Limited is a membership community group, registered as a Not For Profit, Limited by Guarantee Company (ACN 662 642 775, Registered Address: 2, Payne Street, Auchenflower, QLD 406) and governed by its Constitution which is available at the AAH website [www.ActiveAgingHub.com.au](https://www.activeaginghub.com.au/)

**Membership**

1. Form of Application for Membership.
2. Membership is available on an annual basis and new member applications are welcome.
3. New Members must be nominated by an existing member.
4. Every nominee for admission as a Member of the Group must be submitted in the form on the AAH Website (AAH Membership Registration) approved by the Board and lodged with the Secretary.
5. Upon approval of a membership application by the Board of Directors the member agrees to abide by these Terms and Conditions of Membership and to uphold the Vision and Values of the organisation at all times.
6. Membership fees must be paid promptly upon approval and on receipt of the invoice.
7. Membership is available on an annual basis only and it is compulsory before participation in any activities offered.

1. Admission to Membership
	1. The Board of Directors must consider an application for membership upon its receipt and will determine, at their sole discretion, the admission or rejection of the application.
	2. The Board of Directors are not obliged to provide any reason for the rejection of any application. When applications for membership come before the Board of Directors, the acceptance or rejection of any application will be decided by a simple majority and in the event of an equal number of votes being cast for and against, the Chair will have the deciding vote.
	3. Where requested by any Director, the vote on the admission of any nominee will be by secret ballot.
	4. If an application for membership is rejected, the membership fees must be refunded to the applicant. The Secretary must notify the applicant in writing of the rejection of their application.

* 1. If an applicant is accepted for membership, the name and details of the Member must be entered in the Register of Members, along with other profile information for the member.
1. Membership Fees
2. Membership fees are payable by each applicant for membership and are the sum the Board of Directors determine for each category of membership from time to time.
3. All annual membership fees are due and payable in advance on 1st November each year.
4. Membership fees are for the year commencing 1st November and ending 31 October. For applications made in December, January and February, full annual fee payment is required; for March, April and May, 75% of the annual fee is required; for May, June and July, 50% of the annual fee is required; and for August, September, and October, 25% of the full annual fee is required.

1. Failure to Pay
2. If any fee, call, charge or instalment remains unpaid for a period of one month after it becomes due, the Board of Directors have the power to suspend the membership of that Member until full fee payment has been made.
3. The Board of Directors may, at any time, and at their sole discretion, suspend the payment of membership fees either generally or in respect to individual cases. Furthermore, the Board of Directors have the authority to fix, determine or waive the membership fees chargeable to any Member under any special circumstances that may arise.
4. Cessation of Membership
5. An Ordinary Member ceases to be a Member:

(i) If the member resigns; or

(ii) If the Member is expelled; or

(iii) If the Board of Directors, for any reason, requests in writing the resignation of the Member.

1. A Member may resign from membership of the Group by giving written notice to the Secretary.
2. The resignation of a Member takes effect on the date of receipt of the notice of resignation or any later date provided in the notice.
3. In the event of a cancellation of membership for any reason, no refund of membership fees paid will be given.
4. Suspension and Expulsion
5. If, in the opinion of two Directors, there is a case to answer that a Member has acted or is acting in a manner considered to be detrimental to the values and aims of the Group, or which may be considered a breach of the Constitution, Terms and Conditions of Membership, Rules of the Activity Groups, or has committed or is committing a breach of the Constitution (or any provision thereof), then:
	1. A Director must summon the Member in question to appear before a Judiciary Committee formed by the Board of Directors at a duly convened meeting for the purpose of answering the case against them. Upon receipt of the summons by the Member charged, the membership of that Member shall be suspended and shall remain suspended until the hearing of the case against that Member has been concluded; and
	2. The Board of Directors shall, by resolution, appoint a panel of not less than three (3) Ordinary Members to form the Judiciary Committee panel. The Judiciary Committee for each matter shall be selected by the Board of Directors, who shall also appoint the Chair for each Judiciary Committee convened. In selecting the Judiciary Committee for any particular matter, the Board of Directors must ensure that no person appointed has any conflict of interest; and
	3. The Directors may approve By-Laws concerning the process and procedure to be adopted at a hearing before the Judiciary Committee.

b) If the Judiciary Committee decides that a Member summoned to appear is guilty of the charges against them, the Committee may:

Suspend the Member from membership of the Group for a stated period and thereby deprive the Member of the benefits of membership for the period of such suspension; or

Expel the Member from membership of the Group, in which case the Secretary shall cause the Member’s name to be removed from the Register of Members.

c) At the discretion of the Board the offending Member may be given the opportunity to appeal to the Board.

d) Nothing in this rule shall authorise or permit the removal from office of a Director.

1. Effect of Cessation of Membership

If any Member ceases to be a Member, the Member remains liable to pay to the Group any money which, at the time of the Member ceasing to be a Member, the Member owes to the Group on any account. No refund of membership fees will be payable in any circumstances.

**Allocation of Activity Places**

a) Appointed individual activity team leaders will be responsible for including participants in an activity at their discretion. No guarantee can be given that a place will be available in any activity, or for any session, but a reasonable and fair allocation system will be employed.

b) AAH reserves the right to veto a member’s involvement in an activity if it is deemed by the team leader or the Board that the activity is unsuitable for the member for any reason.

**Waiver**

a) The member accepts personal responsibility for judging their suitability to participate in any event organised by AAH, taking full account of their ability, the physical demands/risk of the activity in relation to their own health, and their level of fitness.

b) Neither the Group, the Board of Directors, nor any individual Director or Officer of the Group accepts any responsibility or liability whatsoever in relation to the suitability of a member to participate in any of its activities or any consequences of their participation. Every Member participates in any activity entirely at their own risk and waives any and all claims of liability against the Group for any and all consequences arising from their participation in any Group activities.

c) If a member has any doubt whatsoever as to their suitability to participate in an event they should not do so.

d) Adequate insurance cover should be put in place by the individual member to cover any eventuality in relation to their participation in any AAH activity.

**Dispute Resolution**

In the event of a dispute arising not specifically covered by these Terms and Conditions, on any matter, the Board of Directors will, in its absolute discretion and after considering all the facts presented, make a ruling on the matter which will be final.

**Privacy**

a) A profile of each member will be kept by the Secretary of AAH which will include certain personal information. This will be used exclusively to maintain contact with members and to promote direct contact with AAH events. Under no circumstances will this be sold or traded to any third party.

b) Members are required to keep their profile up-to-date including emergency contact, email and mobile phone numbers.

 **Image Rights**

Photographs and videos of activities may from time to time be used by AAH and distributed for promotional purposes to members and non-members alike. These terms and conditions indicate your agreement to this. Should you wish to opt-out of inclusion in such videos or photographs please make it known to the Board in writing at the commencement of your membership and for the avoidance of any doubt or mistake, inform verbally the official photographer at the event.

**Review**

Any amendments to these Terms and Conditions considered necessary by the Board of AAH will be notified by email to all members on a timely basis.  Any members’ comments received following this notification will be placed on the Agenda for the following Board meeting for consideration and a response will be provided.

 **Communication**

a) Members agree to receiving communications from the Group by phone, text, email or post as determined to be most suitable by the nature of the communication.

b) Members are expected to communicate and respond to communications that require a response in a timely fashion to avoid further unnecessary work and expense.

c) Members are registered as Site Members on the Group website.

d) Members are invited to communicate with each other via the Forum Facility on the Group website.

e) Suggestions to Directors of the Group may be communicated at any time either directly with them or via the Forum.

**Volunteers**

As activities are often run and managed by volunteers it is incumbent on members to contribute where they can in the spirit of the Group. This particularly applies if a member has a level of skill or expertise that could create, run or assist in the creation of a new activity or in the running of the Group itself.

Document Ends