

Registered Office

2nd Floor
Canegrowers Building
190 Edward Street,
Brisbane Qld
Australia 4000

Secretary

Tony Libke
GPO Box 1705
Brisbane Qld
Australia 4001

P +61 7 3229 6663
F +61 7 3221 7267
E admin@ictasn.com

www.ictasn.com

ICT MEMBERSHIP AGREEMENT

1. MEMBERSHIP AGREEMENT

- 1.1 This Agreement is the "ICT Membership Agreement" referred to in the Institute of Claims Technicians – Application for Membership form (the "Application").
- 1.2 A reference in this Agreement to
 - a. "you" means the person named in the "Personal Data" section of the Application;
 - b. "Membership Fee" means:
 - i. for the purpose of clause 1.3, the amount specified in the Application as the membership fee applicable to you, divided by 12 and multiplied by the number of months (including part months) remaining between the date you make your Application and the next 1 July; and
 - ii. subject to clause 1.2(b)(i), the amount advertised by ICT as being the membership fee applicable to you at the time such fee is payable under clause 5.1.
- 1.3 If the Institute of Claims Technicians Pty Ltd ("ICT") receives from you:
 - a. a completed and signed Application; and
 - b. the Membership Fee, and ICT, in its sole discretion, decides to accept your Application, then you will be an ICT member ("Member") from the date ICT received your Application and Membership Fee and this Agreement will be binding between ICT and you. If ICT does not accept your Application then it will refund any amount paid to it in connection with your Application.
- 1.4 If ICT accepts your Application then you will be notified of ICT's acceptance and ICT will assign to you a particular class of membership based on ICT's grading criteria for membership current at the time of your Application and ICT's knowledge of your employment history and qualifications. Classes of membership which may be assigned are:
 - a. Qualified Claims Technician ("QCT");
 - b. Senior QCT; or
 - c. Any other class which ICT from time-to-time deems appropriate.
- 1.5 You acknowledge and agree that, notwithstanding the use of the terms "Member" and "membership" within this Agreement, your entry into this Agreement does not mean that you are, or have any rights to become, a shareholder or a "Member" (as that term is defined by the Corporations Act 2001) of ICT.

2. CODE OF CONDUCT

- 2.1 You acknowledge that you have read and understood the Code of Objects and Professional Conduct for the Institute of Claims Technicians (the "Code") which appears on the web site www.claimstechnicians.org (the "Site") and that the terms of the Code are incorporated into this Agreement and are therefore binding between you and ICT.
- 2.2 To the extent of any inconsistency between the terms and conditions set out in this document and the Code, the terms in this document prevail.

- 2.3 If you do breach the Code or any other term of this Agreement then:

- a. ICT may issue you with a written caution or a reprimand which states that you are or may be in breach of the Code and/or some other term of this Agreement and, if ICT in its sole discretion determines it appropriate, that you have a specified period (not to be less than 30 days) to remedy the breach; and
- b. if you fail to remedy a breach as required by a written caution or reprimand given under paragraph (a) of this sub-clause, then ICT may terminate this Agreement immediately by written notice in which case ICT may also notify you that:
 - i. it will not accept any further Application from you for a period of up to two (2) years; or
 - ii. it will never accept any further Application from you.

3. WARRANTIES AND COVENANTS

- 3.1 In giving your Application to ICT you warrant that you are an individual of good standing and reputation and that your membership of ICT will not bring ICT or any of its affiliates or "related bodies corporate" (as that term is defined by the Corporations Act 2001) into disrepute.
- 3.2 You covenant that any goods or services you acquire pursuant to or in connection with your membership under this Agreement:
 - a. will be acquired for the sole purpose of professional development; and
 - b. will not be used by you for commercial purposes.

4. MEMBERSHIP SERVICES

- 4.1 You and ICT acknowledge and agree that your membership benefits are as follows:
 - a. ICT's representation of the Profession of Claims Technicians in relation to matters which ICT reasonably believes impact on the entire, or a substantial part of the, Profession.
 - b. Access to an accredited study program relevant to the Profession. You acknowledge that further fees and charges will be payable by you if you wish to undertake such study program.
 - c. Access to such newsletters, training workshops and seminars relevant to the Profession which ICT, in its sole discretion, decides to make available to Members from time-to-time. ICT may provide such services free-of-charge but reserves the right to charge further fees if you wish to receive such services.

Registered Office

2nd Floor
Canegrowers Building
190 Edward Street,
Brisbane Qld
Australia 4000

Secretary

Tony Libke
GPO Box 1705
Brisbane Qld
Australia 4001

P +61 7 3229 6663
F +61 7 3221 7267
E admin@ictasn.com

www.ictasn.com

ICT MEMBERSHIP AGREEMENT

5. MEMBERSHIP FEE AND CHANGES TO AGREEMENT

- 5.1 You must pay the Membership Fee on 1 July each year following the acceptance of your Application by ICT. If you do not pay the Membership Fee within 30 days from that date then, notwithstanding any other provision of this Agreement, ICT may terminate your membership immediately without notice to you.
- 5.2 ICT may change the terms and conditions of this Agreement at any time and if ICT makes such change then:
- a new version of this Agreement will be posted on the Site and forwarded with your Membership fee renewal;
 - you are responsible for making yourself aware of such changes; and
 - upon payment of the Membership Fee, you will be deemed to have accepted any changes made to the Agreement prior to such payment.

6. DISCLAIMERS, LIABILITY LIMITATION INDEMNITY

- 6.1 Membership is at your own risk. ICT, its affiliates and its related bodies corporate:
- do not make any express or implied representation or warranty about;
 - shall not be liable in contract, tort (including negligence) or otherwise, for any direct, indirect, special or consequential loss, damages or reliance in connection with, services, products, advice or information supplied pursuant to, or in connection with, your membership. This includes (but is not restricted to) loss or damage you might suffer as a result of your reliance on the completeness, accuracy, suitability or currency of services, products, advice or information supplied by ICT to you, irrespective of any verifying measures taken by ICT.
- 6.2 To the maximum extent permitted by law, we exclude all warranties by ICT that otherwise would be implied in any transactions for the supply by ICT of products or services provided or offered to you as part of or in connection with your membership (including warranties of satisfactory quality, merchantability and fitness for purpose).
- 6.3 ICT's total liability to you (if any) for loss, damage or reliance shall be limited, at ICT's election, to:
- in the case of information or services supplied or offered by ICT – the re-supply of the information or services or payment of the cost of doing this;
 - in the case of products supplied or offered by ICT – repair or replacement of the products, or refund of the fee paid; or supply of equivalent products, or payment of the cost of doing this; or
 - the Membership Fees paid by you under this Agreement.

6.4 You indemnify ICT and ICT's related bodies corporate from and against all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred or suffered by you or by ICT as a direct or indirect consequence of:

- your reliance on the services, products, advice or information supplied; and
 - any breach by you or your agents of this Agreement.
- 6.5 This disclaimer, liability limitation and indemnity does not exclude any rights which by law may not be excluded.

7. PRIVACY POLICY

- 7.1 You acknowledge that you have read, understand and agree to the ICT Privacy Policy which is available on the Site.

8. APPLICABLE LAW

- 8.1 Subject to any over-riding conflict of laws principle, any disputes arising from your Application or your membership under this Agreement will be determined by the laws in force in Queensland, Australia. You irrevocably and unconditionally submit to the nonexclusive jurisdiction of courts exercising jurisdiction there.

9. UNENFORCEABLE TERMS

- 9.1 Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will be severable. That will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

10. ENTIRE AGREEMENT

- 10.1 This Agreement constitutes the entire and only agreement between ICT and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the subject matter of this Agreement. To the extent that anything in or associated with the ICT Site is in conflict or inconsistent with this Agreement, this Agreement shall take precedence.