

2022 Member In Focus Program Agreement (MIFA)

INFORMATION FOR PROSPECTIVE MEMBERS IN FOCUS

Sydney Hills Business Chamber (SHBC, the Chamber, we us, our) organize a variety of events that are open for members and non-members to attend. As part of these events the Chamber provide members with the opportunity to develop their skills both personally and professionally as well as promote their business, through our Member In Focus Program.

The Member In Focus Program is a complete 8 week program designed to provide value and visibility for our members' brand, whilst also building skills at promoting their business beyond the program.

Each year we offer a range of informative topics delivered by Members In Focus, Sponsors and Guest Speakers who are experts in their field. Our goal is to promote our members and as such, our policy is that the Members In Focus at our events can only be one of our financial members.

For those wishing to be a Member In Focus at a "Business Connection Event", with the Chamber, *please complete the application below and return via email to membership@sydneyhillsbusiness.com.au*.

Upon receiving your application, our team at the Chamber will consider the application and then forward the details to the Board for consideration. The Board reserves the right to accept or reject any application in its complete discretion.

- Please be advised that the Chamber does not make payment to any of the Member In Focus' speakers, travel, and accommodation expenses.
- All our Business Connection events are run primarily at one of our "Venue Partners" premises and the location of which will be advised as soon as practically possible following your successful application to be the Member In Focus at an SHBC event.
- All necessary basic Audio/Visual equipment will be provided by our Venue Partner. This includes Speakers, Microphones, AV Screen, projector, Cabling and set-up/Pack-up.

NOTE: SHBC is not liable for any expenses that are incurred as part of Audio/Visual Ryder



TERMS AND CONDITIONS OF THE MEMBER IN FOCUS PROGRAM

These terms and conditions (**T & Cs**) set out the basis upon which the Sydney Hills Business Chamber Incorporated (ABN 85 058 535 148) (**SHBC**, the Chamber, we, us our) offer members of the Chamber (you, your etc.) to be a Member In Focus at an event organized by the Chamber.

Member In Focus Program

- 1. You are eligible to be a Member In Focus Sponsor if you are a financial member of the Chamber, submit a completed application which has been accepted by the SHBC Board, pay the relevant Member In Focus Program fees and agree to these T & Cs.
- 2. All applications to be a Member In Focus with the Chamber are subject to approval by the Chamber's Board. It is the Chamber's discretion to refuse, change or cancel any application without explanation.

Liability

3. To the extent permitted by law, we assume no liability for any loss or damage suffered by you through the registration, payment for or attendance at the event associated with your Member In Focus Program activities. You accept and assume all liability for all acts undertaken in participating in the program or presenting at an event. You indemnify and agree to keep indemnified the Chamber from any loss or damage arising from your actions or inactions in participating in the program or presenting at an event.

Representation of the Chamber

- 4. The Member In Focus Program activities, including speaking at a Chamber event is an opportunity to showcase your business and expertise. As a member of our Chamber you must ensure that all activities undertaken in participating in the program or presenting at an event are done in a professional, courteous, respectful, and lawful manner.
- 5. You must ensure that anything done or said by you or your representatives in participating in the program or presenting at an event clearly indicates that you are separate to and independent of the Chamber.
- 6. Unless approved prior to the event in writing, you are not authorised to speak on behalf of or represent our Chamber at the event.
- 7. In all activities undertaken as a member of the Chamber, but especially when in participating in the program or presenting at an event, you must always comply with the rules of the Chamber's Constitution. The Constitution can be obtained from our website.

Intellectual Property

8. The Chambers brands and logos must not be used by you or your representatives without written permission from the Chamber. The Chamber retains ownership of all intellectual property in all work carried out by us.

Recording of events/ photographs

9. Chamber events may be recorded by our suppliers digitally via audio, video and still image formats. SHBC retains full ownership of all such recordings and reserves the right to use and



reproduce such recordings in all marketing activities that include newsletters, websites, promotional brochures, and any other format deemed appropriate.

10. Please note all photographs and videos taken by the Chamber (whether via a Chamber employee, board member or designated supplier) at events are protected by copyright laws. If you would like to arrange for any copies of these images or video, please contact the Chamber or our designated supplier. Pending the arrangements with our supplier you may be able to obtain these images or video under normal commercial terms.

Event terms

11. All Member In Focus participants, their staff and guests must comply with the venues, and the Chambers standard event terms and conditions of entry (a copy of which is available on our website).

Costs and Responsibilities

- 12. Once your expression of interest application (Schedule A) to be a Member In Focus has been accepted and approved by the Board you will be issued with a tax invoice for the sponsorship costs (Member In Focus Program Fee). You will need to pay a deposit (Member In Focus Deposit) as described in Schedule A, the payment of which secures the event date for your business as the Member In Focus.
- 13. Payment of the Member In Focus Deposit is due 7 days from the invoice issue date. The Member In Focus Deposit is non-refundable if you cancel your Member In Focus Program within 30 days of the Member In Focus event date.
- 14. The Member In Focus Deposit will be deducted from the final Member In Focus Program Fee as set out in your application and the balance will be due no later than 21 days **prior** to the Member In Focus event date.
- 15. If any of your accounts are unpaid, we may elect to refuse for you to be the Member In Focus for the event or any further events until all unpaid accounts are paid in full. We may also elect to charge you interest on any amount outstanding at the rate prescribed under the Supreme Court Act 1970 (NSW).
- 16. All food & beverage will be arranged and paid for by the SHBC via our agreement with the nominated Venue Partner for the event.
- 17. Event Ticketing will be arranged and managed by SHBC.
- 18. The Member In Focus Program Fee is a set fee irrespective of the total number of attendees for the event, provided that the minimum numbers of registered attendees as specified in clause 19 has been met.
- 19. Our minimum viability number for any event will be 40 registered attendees, face to face or online.
- 20. If for any reason your event attracts less than 40 attendees and cannot proceed at all and all other Member In Focus activities were completed by SHBC, the SHBC will provide a refund of the Member In Focus Deposit.
- 21. The upper limit of attendees for a business connection event is unquantifiable during the COVID impacted period, as restrictions may fluctuate from time to time depending on NSW or Federal Government health department advice & restrictions at the time of the event.



- 22. If restrictions change on the lead up to any business connection event, to the point that we cannot accommodate a viable number for the event OR we can't hold a face-to-face event, we will then transfer the event to an online event format.
- 23. Note that if the event is marketed in a timely manner to our members (normally 60-90 days prior to the event date) this minimum attendee figure should be achieved even in this environment.
- 24. You may invite any number of guests, staff and or prospects to hear your presentation, at SHBC members rates.
- 25. Ticket numbers are limited for all our events, therefore the names, email addresses, company names and contact numbers of these attendees should be sent to us *two weeks* prior to the event to avoid disappointment.

Benefits of Participating in the Member In Focus Program

- 26. If you are accepted to be a Member In Focus, the following will apply:
 - (a) You will receive two complimentary tickets to your Member In Focus event;
 - (b) You will be afforded a 15-minute Meet the Member In Focus Session. Which includes an interview style Q&A session with our Member In Focus interviewer, and is inclusive of up to 5 minutes of audience question and answer time managed through the Chamber event app.
 - (c) The Member In Focus speaker can be either an individual from your organisation, or a speaker of your choosing that may speak on your behalf on a topic of interest to our guests.
 - (d) The Meet the Member In Focus Session should have a strong educational element, that outlines how your product or service is of benefit to the business community. A guideline on the types of questions the interviewer will ask you will be supplied to assist in preparing for the session.
 - (e) The SHBC will manage all pre-marketing of the event with you and your team, and key to this is quickly obtaining the following elements from you:
 - (1) Soft copy Logos, and speaker Headshot (supplied in High Resolution .JPEG & eps/ai formats)
 - (2) A short 30-50 word bio of the speaker
 - (3) A short 30-50 word description of your business
 - (f) Pre and at event marketing to our database and attendees will be done via all Chamber channels, including our website, LinkedIn, Facebook, e-news, and Text Campaigns. Additionally, we will discuss ways in which you and your team can support the marketing actively via your own marketing channels and the SHBC LinkedIn Group, and things you can do through your activation space at the event during the general networking time or on tables to connect guests with your business and its offerings.
 - (g) Our event marketing includes:
 - (1) Displaying your logo on electronic invitations
 - (2) Your banners displayed at event (as supplied by the sponsor)
 - (3) Your logo on PowerPoint presentation during the event



- (4) Your promotional information can be left on tables (as supplied by the sponsor)
- (5) Social Media Acknowledgement through SHBC Facebook and LinkedIn
- (6) You may also provide a prize for the event prize draw
- (7) You may offer attendees/members a "deal" as part of your event promotions
- (8) You may provide a takeaway electronically or hard copy to guests to connect them with your topic of discussion and business. (eg downloadable checklist, or show bag)
- (h) Post event you will also be emailed the event attendee database and we will discuss the follow up guidelines with you as part of the Member In Focus onboarding and planning process. We recommend, as part of your own post-event marketing strategy, that you prepare a communication from your business (with an offer) to follow-up on connection with attendees and members after the event. This can also include a blog post that can be shared on the SHBC website.
- (i) The Member In Focus brochure (found on the SHBC website) provides an online copy of the program phases and activities which our members will be guided through.

Privacy Policy

- 27. You, and your representatives, must ensure you comply with the requirements under the *Privacy Act 1988* (Cth), the National Privacy Principles or Australian Privacy Principles (as current) and any requirement under law or industry code applicable in relation to privacy data protection, surveillance, security, direct marketing (including, without limitation, the SPAM Act 2003 (Cth) or the handling of personal information, collected, used or disclosed in connection with this agreement.
- **28.** You agree not to use or disclose any personal information provided by the Chamber except for the purposes set out in this Agreement.
- **29.** You agree that the Chamber may use, collect and disclose any personal information received, created or obtained in connection with this agreement and the Member in Focus Program in accordance with our Privacy Policy, a copy of which can be obtained from our website.
- **30.** If you become aware of any actual or alleged breach of the privacy laws concerning information disclosed pursuant to this agreement, you must notify the Chamber immediately and comply with any reasonable direction of the Chamber with respect to such breach.

Entire Agreement and Variations

- 31. These T&Cs and your application constitute the entire agreement between us and you as a Member In Focus. In the event of any inconsistency between the T&Cs and your application, then the T & Cs will prevail to the extent of any inconsistency.
- 32. Any variation of the T&Cs will only be effective if they are in writing signed by both parties.

Law and Jurisdiction

33. The Agreement is subject to the laws of New South Wales and the parties submit to the nonexclusive jurisdiction of the Courts of New South Wales.



Severance

34. If for any reason any provision of these T&Cs would render the agreement ineffective, void, voidable, illegal or unenforceable, that provision or the relevant part thereof shall, without in any way affecting the validity of the remainder of the agreement, be severable and the agreement shall be read and construed and take effect for all purposes as if that provision or part were not contained herein.

Force Majeure Event

35. The Chamber will not be liable for the consequences of any failure or delay in performing any of its obligations under this Agreement to the extent such failure or delay is due directly or indirectly to any Force Majeure Event. For the purposes of this clause a '*Force Majeure Event*' means any event outside the reasonable control of the Chamber including acts of God, war, riots, strikes, lock outs, trade disputes, breakdowns, mechanical failures, interruptions of transport, government action, pandemic, epidemic or any other cause whatsoever, whether or not of a like nature to those specified herein.

Acceptance

36. By submitting an application form to be a Member In Focus and/or making payment to us for participating in the Member In Focus Program, you are accepting these T&Cs and agree to be bound by them.



2022 Member In Focus Program Agreement (MIFA) APPLICATION (Schedule A)

Preferred Event Type 🛛 Business Breakfast 🖓 Business Lunch

Preferred Event Date:	
Office Use Only	
Member In Focus Business Name (must be financial member of SHBC)	
Contact Name	
Phone No	
Mobile No	
Email	
Venue Name	
(Office Use Only)	
Venue Address (Office Use Only)	
MIF Speaker	Speaker's Name
	Speaker's Business
MIF Nominated Free Guests or Staff (Including Your Speaker)	Your Free Guest Names: (2 included) 1 2
	(Please provide names of those attending above so we can register & allocate them a free ticket)
Prize for Business Card draw	☐ Yes ☐ No If yes, please describe your prize and note all prizes are to be of the retail value of \$100.
	Please Note Prizes cannot be for Consultancy Services



Deposit of \$1,475 plus GST to secure your MIF Program Event Date (The balance will be invoiced prior to the event with payment for the difference of \$1,475 plus GST due for payment no later than 21 days prior to the event).			
The total cost to sponsor the event is <i>\$2,950 plus GST</i>			
NOTE: If you cancel your event within 30 days of the MIF event date your deposit of \$1,475 +GST will not be refundable			
Select Your Payment Method			
Credit Card: 🛛 Yes OR EFT Yes 🗖			
Mastercard D Visa D			
Card Number:			
Security Code (3 digit) Expiry Date/			
NOTE: You are responsible for ensuring that sufficient funds are available at the time of payment processing and that credit card details are accurate.			
If using EFT please use the following account information:			
Sydney Hills Business Chamber			
BSB 082 167			
Account 51845 2984			
(Please use your company name in the payment reference field)			

Acceptance

By submitting an application form to be a Member In Focus and/or making payment to us for participating in the Member In Focus Program, you are accepting these T&Cs and agree to be bound by them.

To accept this offer to be a Member In Focus please sign & date below

Signed by	Date	/	/
Print Name:			
For and on behalf of Company Name ()	

Sydney Hills Business Chamber Representative:

Signature of SHBC Representative		
Agreement Signed by Print NameDate	/	/