



Terms and conditions of membership

Australasian Sonographers Association – February 2021

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Feb 2021

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Definitions

Membership means annual membership of the Association in accordance with Article 7 of the Association's constitution and Member has the corresponding meaning.

Membership Fee means the fee payable for the relevant category of Membership for the forthcoming year.

Membership Form means and includes the Membership application form for the Association, whether in hard or soft copy, through an applicable webpage of, or form available from, the Association.

Automatic Renewal means you selecting or ticking the "Automatic Renewal" 'Opt-in' box in the Association's Membership Form, in which you consent (in accordance with these Terms and Conditions of Membership) to the Association automatically renewing your Membership annually, and either: (i) direct debiting your account; or (ii) deducting payment and storing your credit or debit card details, in accordance with these Membership Terms and Conditions.

Terms

- 2.1. All members must meet the Association's criteria for admission to the relevant membership category.
- 2.2. Members must ensure all information and supporting documentation provided on joining and renewing their membership is true and accurate.
- 2.3. By joining or renewing their membership in either the Ordinary (Accredited Medical Sonographer) or Student category, members agree to abide by the values, principles and standards set out in the Association's current Code of Conduct for Sonographers. The code sets out the expectations of sonographers with respect to: professional conduct, examination and reporting technique and protocol, patient care, non-discriminatory practice, privacy and information security, conflict of interest, confidentiality, compliance with laws, treatment of colleagues, the sonographer and society, and research and clinical teaching.
- 2.4. Members agreed to abide by the By-laws and Standards of Practice of the Association.
- 2.5. Members must declare if they have been refused the right to practice as a health practitioner in Australia or overseas.
- 2.6. Member seeking Professional Indemnity and Legal Benefits insurance through the Australasian Sonographers Association in conjunction with their membership must declare if they have been refused Professional Indemnity and Legal Benefits insurance or if they are aware of an incident which may give rise to a claim against them being lodged.
- 2.7. Members must declare if they have been charged with or convicted of any criminal offence that would render them unsuitable to practice as a sonographer.

- 2.8. Members' rights to membership may be forfeited if they fail to make all relevant disclosures.
- 2.9. Membership terminates, and all benefits relating to membership cease if a member is deemed under the Association's Constitution to be unfinancial.
- 2.10. The Board of the Association has the absolute right in accordance with the Constitution to refuse to admit anyone as a member and it is not required to state any reason for any such refusal.
- 2.11. Advance written notice of a member's intention to resign must be submitted and that such notice will become effective only if all outstanding membership fees and any other monies are paid as at the date of resignation.
- 2.12. Members acknowledge that they have read the Association's Statement of Commitment and National Privacy Principles and consent to the information about them being collected by the Australasian Sonographers Association for the purposes of processing their membership application and or annual renewal and facilitating the automatic renewal process. Members agree to the use and disclosure of information collected, subject to such use meeting the requirements of the Privacy Act, for the purposes of furthering the interests of the sonography profession and the objects of Australasian Sonographers Association.
- 2.13. Members undertake to contribute to the assets of the Association in the event of it being wound up whilst still a member or within one year after ceasing to become a member such amount as may be required not exceeding twenty dollars (\$20.00), for: a) payment of the debts and liabilities of the Association in the event of it being wound up while I am a member or within one year after they cease to become a member b) the costs, charges and expenses of winding up; and c) adjustment of the rights of the contributories among themselves.

Privacy and Data Use

- 3.1. At ASA, your privacy matters, and we are committed to protecting it. Our privacy policy on how we deal with your personal information is located at the end of this document.

Automatic Renewal of Membership

4. If you opt-in to Automatic Renewal by selecting the 'opt-in' box in the Membership Form, you:
 - (a) authorise the Association to automatically renew your Membership during the month of June each subsequent financial year (exact date to be confirmed by the Association at least two weeks prior to the renewal date); and
 - (b) either (depending on which you select on the Membership Form):
 - (i) authorise the Association's merchant provider to direct debit your account, in accordance with the direct debit agreement referred to in clause 5.3(b); or

- (ii) authorise the Association to:
 - (A) debit your credit or debit card as outlined in clause 5.3(c); and
 - (B) authorise the Association to securely store your credit or debit card details to facilitate the payment(s) referred to in this clause 5.

- 4.1. The Association will renew automatically your Membership on the basis that the information provided in any Membership Form remains true and correct. You are obliged to update your details as required by logging into your membership dashboard.
- 4.2. The Association will provide you with notice, by email or such other means of notification as determined by the Association in its sole discretion, of the relevant Membership Fee for the forthcoming Membership year, no later than 4 weeks prior to the forthcoming membership year
- 4.3. You can opt-out of Automatic Renewal by: (i) not selecting the 'opt-in' box on the Membership Form when completing and lodging the form; or (ii) contacting the Association on (03) 9552 0000

Payment of Membership Fee

- 5.1. When you sign up as a Member of the Association, you agree to pay the 12-month Membership Fee, irrespective of whether or not you wish to be, or remain, a Member for the duration of the relevant 12-month period. If you elect to pay in 12 monthly instalments and then wish to opt out of the Monthly payment schedule, you must at that time make advance payment of all remaining instalments for the current membership year.

- 5.2. Payment of your 12 Month Membership Fee may be made in either:

- (a) one annual amount (**Annually**); or
- (b) 12 monthly instalments (**Monthly**),

as indicated by you on the Membership Form, by ticking or selecting the Annual Payment or the Monthly Payment box.

Where you take up the Monthly option after 1st July in the relevant year, the first instalment payable will total the sum of all monies payable to that point in time, to bring the amounts payable in line with the standard Monthly schedule.

- 5.3. Payment of your Membership Fee may be made by any of the following:

- (a) if you do not select Automatic Renewal, by credit or debit or Electronic Funds Transfer, Annually or Monthly as indicated in the Membership Form; or
- (b) if you opt-in to Automatic Renewal and select "direct debit", by completing the direct debit authorisation and agreement provided with the Membership Form, under which your nominated bank account:

- (i) will be debited Annually or Monthly as directed by you in the Membership Form; and
- (ii) will be debited (depending on whether you select Annually or Monthly):
 - (A) Annually - during the month of June of that financial year (exact date to be confirmed by the Association at least two weeks prior to the renewal date) and each subsequent year; or
 - (B) Monthly - on the 1st day of each calendar month in that and each subsequent year,

subject to Clause 4.1 of these Membership Terms & Conditions.

- (c) if you opt-in to Automatic Renewal, payment by credit or debit, by inserting your credit or debit card details into the Membership Form in which case your nominated credit or debit card:

- (i) will be debited Annually or Monthly as directed by you in the Membership Form;
- (ii) details will be securely stored on the Association's secure system for the duration of your ongoing consent to Automatic Renewal; and
- (iii) will be debited (depending on whether you select Annually or Monthly):
 - (A) Annually - during the month of June of that financial year (exact date to be confirmed by the Association at least two weeks prior to the renewal date) and each subsequent year; or
 - (B) Monthly - on the 1st day of each calendar month in that and each subsequent year,

subject to Clause 4.1 of these Membership Terms & Conditions.

- 5.4. Direct debits from your account will be debited in accordance with the direct debit authorisation and agreement.
- 5.5. Credit and debit card payments will be debited from your credit or debit account on the date nominated for payment by the Association.
- 5.6. If a payment fails or a debit is dishonoured, the Association will attempt to contact you via telephone or email (including a combination of these methods if the initial contact is not successful). If the Association is unable to contact you and no further payment is made, or if the Association does make contact but you do not pay the Membership Fee, then you will no longer be a financial Member, will no longer be entitled to the benefits of Membership and will be ineligible to renew your Membership until all outstanding amounts are paid.
- 5.7. If you consent to Automatic Renewal and consider a payment or withdrawal has been made incorrectly, you should contact the Association on (03) 9552 0000 and request that the payment or withdrawal be reviewed. The Association will investigate any claims of incorrect payments or withdrawals thoroughly and process refunds for any proven claims as soon as practicable.