

## ***BWA MEMBERSHIP TERMS AND CONDITIONS***

By taking out membership with Bicycling Western Australia Inc. (**BWA**), individuals or their parents/guardians consent to the member being bound by the Constitution and Polices of BWA as amended from time to time.

1. The purchaser of Membership is required to agree to these terms and conditions at the point of purchase. Any individual purchasing Membership for a family member shall be deemed to be acting with the consent of each Member for whom they are making that purchase, including acting with the authority of each such Member to agree to these terms and conditions on their behalf. Following the purchase of a Membership, BWA shall only communicate with the registered Member (regardless of whether such Membership was bought on their behalf or otherwise).
2. BWA shall be entitled to refuse an application from, or suspend or cancel the Membership of, any Member in its absolute discretion.
3. The Membership of each Member will commence on the date on which it is purchased and automatically expire 12 months thereafter, unless the Member has set up a continuous payment such as an annual Direct Debit. Members should allow 14 days from the date of purchase for their Membership pack to be delivered. Nothing in these terms and conditions guarantees a Member will be entitled to renew their Membership. Once expired, all rights and benefits of Membership will cease.
4. BWA reserves the right to re-brand or re-name Membership products at any time.
5. If a Member damages, loses or misplaces their Membership Card, or has the same stolen, they should report this to BWA as soon as possible. BWA shall issue a replacement Membership Card to the relevant Member (subject to the below), unless BWA reasonably believes that a Member is, or has been, acting in a fraudulent or illegal manner and/or in breach of any of these terms and conditions. The issue of a replacement Membership Card by BWA to a Member shall be subject to the payment of a fee to BWA (unless BWA in its absolute discretion decides to waive such fee) and the level of such fee shall be communicated to the relevant Member at the relevant time. The current fee to issue a replacement Membership Card that has been damaged, lost or stolen is \$3.50.
6. When seeking to use the benefits of Membership, a Member may be required at any time to show their Membership Card for inspection by BWA's representatives or partners to prove that they are a Member.
7. Membership is personal to each Member, is not transferable and shall not be transferred or resold under any circumstances. Membership Cards will remain the property of BWA at all times (each Member retaining a Membership Card on behalf of BWA and being entitled to the benefits conferred by the Membership subject to these terms and conditions). BWA reserves the right to require the immediate return of the Membership Card at any time.
8. BWA reserves the right to suspend the use of Membership and/or any associated benefits for a period of time, to withdraw its use and such benefits completely and/or to terminate Membership if the Member (or any individual in

possession of the Membership Card) breaches any of these terms and conditions (or BWA has reasonable grounds to suspect such a breach) or otherwise misuses the Membership; BWA shall not be obliged to make any refund to a Member if their Membership and/or any associated benefits are suspended or withdrawn or if their contract for the purchase of a Membership is terminated.

9. Where a Direct Debit mandate has been set up on initial purchase, the Membership will automatically be renewed for the next year and the Member shall automatically be charged the Membership fee based on the payment frequency (annually or monthly), until the Member indicates a wish to cancel the Membership before the end of the relevant year, in accordance with the process below. This means that before the end of the year, BWA will charge the Member automatically for the next year to guarantee uninterrupted access to benefits and services of the Membership in accordance with the following:
  1. At least 14 days prior to the end of each year, BWA shall inform the Member of (i) the renewal date; (ii) the price payable in respect of that Member's Membership for the subsequent year; (iii) the date that BWA will commence the process of taking the payment; (iv) the methods by which the Member may cancel their subscription for the subsequent year; and (v) the terms and conditions applicable to the subsequent year's Membership;
  2. BWA shall take payment for the renewal of the Member's Membership by using the most recent information from the Direct Debit mandate provided by the Member when joining/renewing Membership. If the Member wishes to pay for the renewal of the Membership using another payment method, they should inform BWA prior to the date that BWA commences the process of taking the payment;
  3. If a Member does not wish to renew their Membership they should inform BWA prior to the date that BWA commences the process of taking the payment; and
  4. If BWA does not receive confirmation from the Member that they do not wish to renew their Membership for the subsequent year then (i) the Member's Membership shall automatically renew for one year following the renewal date and the Member shall not have any further right to cancel the Membership for the subsequent year and (ii) the Member shall be deemed to have accepted the terms and conditions which apply to that subsequent year.
10. If a Membership is cancelled, any such cancellation is in accordance with BWA's Constitution.
11. If the method of payment provided for Membership fails or is refused (other than as a result of a fault of BWA), the prospective Member shall pay any bank, administration or similar charges incurred or imposed by BWA as a result, and Membership will be withdrawn from the Member until the Membership subscriptions (and any relevant charges) have been paid for in full.
12. BWA shall not have any liability to a Member in respect of a failure to carry out or delay in carrying out any of BWA's obligations under these terms and conditions caused by any circumstances outside its reasonable control.
13. BWA collects personal information when an individual becomes a Member, or when Members use services or products that require the collection of

personal information. BWA will use this information to provide the services requested, maintain records, notify Members of important information regarding an individual's membership (such as renewal notices), develop the organisation and, if the Member agrees, send the Member information on things that may be of interest to them. BWA may occasionally pass such information to its suppliers to enable Members to receive services or products relating to Membership which are not fulfilled directly by BWA. (such as printed publications and membership cards) Unless explicitly stated, and in accordance with our Privacy Policy, BWA does not share such information for marketing purposes with any other organisations. Please contact us should you have any questions about the information we hold on you using the details below.

14. BWA shall not have any liability to a Member for any late delivery or non-delivery of a Membership Card, documents or other materials resulting from the actions or omissions of any postal service provider.
15. BWA may, from time to time, update its Membership terms and conditions. Members are advised to refer to the Membership terms and conditions prior to the renewal of their Membership annually, copies available upon request.
16. The benefits of Membership are as advertised by BWA from time to time. BWA reserves the right from time to time to withdraw and/or substitute replacement products or benefits as part of Membership in place of any products or benefits advertised in promotional material.
17. If a Member claims that BWA has been negligent or has breached these terms and conditions in some way, BWA shall only be liable for any loss, damage, cost or other expense a Member incurs, or in respect of death or personal injury suffered, that is a foreseeable consequence of the claimed negligence or breach.
18. The failure by BWA to exercise or a delay by BWA in exercising a right or remedy provided by these terms and conditions does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of these terms and conditions does not constitute a waiver of any other breach and shall not affect the other terms and conditions.
19. These terms and conditions together with any associated application form/process comprise the entire agreement between BWA and a Member in relation to the purchase and use of their Membership and replaces any previous terms and conditions of BWA membership entered into.
20. If any of these terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, they shall, to that extent, be severed from the remaining terms and conditions which shall continue to be valid to the fullest extent permitted by applicable laws.
21. BWA shall be entitled to enforce these terms and conditions against each Member. BWA shall at any time be entitled to assign, transfer or novate the benefit and/or burden of (and any right or obligation of BWA under) these terms and conditions.
22. These terms and conditions shall be governed by and interpreted in accordance with the laws of Western Australia and subject to the exclusive jurisdiction of the courts of Western Australia.

[How to contact us](#)

Should you have any questions about the information we hold on you, please contact us by :

Email at: [admin@bwa.org.au](mailto:admin@bwa.org.au)

Phone on: +(08) 6336 9696

Post to: BWA Membership Department, PO Box 1183, West Leederville, WA 6901

If you are unhappy with any aspect of our work, including the services that we deliver, and would like to submit a complaint, you can do so by writing to us via the email or postal address above.