

CONDITIONS OF MEMBERSHIP

The above-mentioned company (“you”) applies for membership of Business Events Perth (formally Perth Convention Bureau) on the basis that you acknowledge that:

1. Business Events Perth May Decline Application - You acknowledge that the Board of Directors of Business Events Perth reserves the right to decline any application for membership at its discretion and reserves the right to nominate the level of membership it deems appropriate for the type of business conducted by the applicant.

2. Lapse of Membership - The Board may whenever it thinks fit (but not more than once in any calendar year) send a notice to any Member of the Company to the effect that if he does not within the period of thirty (30) days from the date of service thereof provide notice to the Company at the office stating that he desires to continue to be a Member of the Company, his membership shall lapse at the expiration of the said period. Any Member who fails to deliver the notice to Business Events Perth within the specified period, shall at the expiration of such period, cease to be a Member of the Company.

3. Striking Off Unfinancial Member - The Board may give notice in writing to any Unfinancial Member requiring them to pay any arrears of subscriptions or other moneys due by them to the Company within thirty (30) days from the date of such notice and if payment thereof shall not be made in terms of the notice, the Board may at its option expel any such Member by striking their name from the register of Members.

4. Maintenance of Reputation - You will not enter into any business or activities which may bring Business Events Perth or the tourism and convention industry into disrepute.

5. Licence of Right to Use Copyright Works – Business Events Perth grants you a licence to use its Copyright Works on the following terms and conditions:
 - (a) You shall only use the Copyright Works in accordance with this agreement;
 - (b) You have no right to sub-licence or assign the rights to use the Copyright Works;
 - (c) You may only use the Copyright Works whilst you are a member of Business Events Perth;
 - (d) You may only use the Copyright Works for the purposes of promoting the supply of your services in Western Australia for event business in Western Australia in-line with Business Events Perth’s objectives; and
 - (e) You must return the Copyright Works (without retaining copies) if you breach this agreement or your membership comes to an end.

6. Term of the Licence - Subject to your performance of this agreement you are only licensed to use the Copyright Works for so long as you are a member of Business Events Perth.

7. Responsibility for Security of Copyright Works - You are responsible for maintaining the proper security and control of the Copyright Works to ensure there is no unauthorised use by a third party of the Copyright Works and that the Copyright Works are protected at all times from unauthorised access or use by a third party, or misuse.

8. Intellectual Property Rights - You acknowledge and agree that all right, title and interest in the Copyright Works, Business Events Perth trade marks, and the Business Events Perth Database, including all Intellectual Property Rights (and future rights), are owned exclusively by Business Events Perth. You agree to assign all such rights to Business Events Perth upon request.

9.1 Licence to Access to Business Events Perth Database - Subject to the terms and conditions of this agreement, Business Events Perth hereby grants to you for the term of your membership with Business Events Perth a nonexclusive, non-transferable right to access the Business Events Perth Database. This agreement does not grant to you any right, title or interest in the Business Events Perth Database.

9.2 Designated use - You shall only use the Business Events Perth Database to pursue business event business in Western Australia in a manner consistent in the objectives of Business Events Perth.

9.3 Term of Access to Business Events Perth Database - The right to access the Business Events Perth Database granted under this agreement shall commence upon receipt of payment of your membership fees and shall continue until your membership is terminated or expires.

10. Confidentiality Undertakings - In consideration of Business Events Perth agreeing to provide you with access to the Business Events Perth Database, and as a condition of that disclosure, you must:

- (a) receive and hold the information in strict confidence;
- (b) not disclose the whole or any part or parts of the information in the database to any person;
- (c) not permit or allow the disclosure of the information by any other person or allow them to have access to the Business Events Perth Database;
- (d) take all steps to do all things as may be necessary, prudent or desirable in order to safeguard the confidentiality of the Business Events Perth Database; and
- (e) not make or allow copies to be made of any extracts of all or any part of the Business Events Perth Database.

Nothing in this agreement restricts the disclosure of information which is intended to be disclosed to the public or is in the public domain other than through a breach of this agreement or information that is required to be disclosed by operation of law, or by any statute or court order.

11. Copyright Warnings - You shall not alter, remove, erase or hide from view any copyright or other proprietary warnings of Business Events Perth in relation to the copyright in the Business Events Perth Database.

12. Compliance with the Law - You will observe all Local, State and Federal statutory and legal obligations including all licences and permits.

13. Non-Transferable - All benefits and material offered by Business Events Perth are non-transferable and you must not permit or allow third parties to use the benefits and material offered, and you must not utilise these benefits of this membership for third party marketing.

14. Definitions and Interpretation - In this document, the following items have the following meanings:

“Copyright Works” means all photographs, films, music, literature and other material in relation to which Business Events Perth may grant you access through the Business Events Perth Website, Business Events Perth Database or otherwise.

“Intellectual Property Rights” includes all inventions, discoveries, patents, copyright, registered designs, registered and unregistered trade marks, rights in respect of circuit layouts, trade secrets, know how and confidential information, including all other intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967.

“Business Events Perth Trade Marks” means all registered and unregistered trade marks, and brand names held by Business Events Perth including but not limited to “Perth Convention Bureau”,

“Western Australia Convention Bureau”, the 5-Star logo device, “Business Events Perth”.

“Business Events Perth Database” means the Simpleview database and other databases held by Business Events Perth.

“Website” means the Website owned and operated by Business Events Perth.

15. Members’ Guarantee - The Company is incorporated under the Corporations Act 2001 and is a Company limited by guarantee. If the Company is wound up, the constitution states that each member is required to contribute a maximum of \$20 each towards meeting any outstandings and obligations of the Company.