



Australian College of Researchers

Terms and Conditions of Membership

ACR – Membership Terms

These Membership Terms set out the membership agreement between The Australian College of Researchers [ACR] ("us", "our" or "we") and each person ("you" or "your") applying to be a Member of the Australian College of Researchers (ACR).

1. DEFINITIONS

- Unless the context otherwise requires:

"Institutions" means a program provider, usually a university, academic or third party provider.

"Member" means a person accepted by us as a current member of ACR and includes the class of Fellow.

"Member Benefit" means a benefit available to a Member of that Membership Type.

"Member Details" means the details provided by a Member to ACR about the Member and their preferences for interacting with ACR.

"Membership Account" means a Member's individual account showing the Member's activity including any Member Benefits obtained by the Member.

"Membership Type" means a category of membership to ACR as identified from time to time on ACR Website.

"ACR Website" means the website located at www.acr.college or such other website we designate as ACR Website.

"Third Party Supplies" means goods and services that a Member is able to procure from a third party supplier as a Member Benefit under an agreement between the Member and that supplier.

"Dean of the ACR" means the executive officer appointed and charged with managing the College and enacting such policies and procedures to ensure the College meets its mission and obligations.

2. What is ACR?

The Australian College of Researchers is an international college of esteem. The College strives to achieve its mission of Research esteem through four key foci:

- Developing, recognising and promoting research and publication excellence through the awarding of Membership and *Fellowships of the College*.
- Providing innovative and engaging customised professional learning activities to advance research excellence globally .
- Facilitating and enabling-multi-nation/ inter-disciplinary/ explorative research opportunities in all fields of endeavour.
- Advocating and promoting research excellence across Australia and globally for the betterment of human-kind

3. Agreement to and amendment of terms

- In applying to be a Member of ACR, you must agree to the Membership Terms.
- We may amend these Membership Terms by notifying you more than 14 days before the effective date of the change e.g., (by email) and posting the amendment on ACR Website.
- Amendments to the Membership Terms apply to each current Member. If we amend the Membership Terms, a person's continued membership of ACR will be evidence the Member agrees to the amendment. If a Member does not agree an amendment, the Member may terminate their membership by giving us written notice of termination.

4. MEMBERSHIP

Eligibility and Applying for Membership

- To be eligible to apply to be a Member you must meet the applicable eligibility criteria on ACR Website, complete a membership application, pay the application fee (if applicable), and agree to the Membership Terms. In order to assess if you meet the eligibility criteria, we may require you to provide further information to support your application or contact a relevant third party (such as a university, student or parent). The eligibility criteria may differ between Membership Types.
- We have the discretion, acting reasonably, to accept or reject any membership application.
- If we accept your membership application, your membership will not start until you complete all required membership registration requirements including paying any membership fee (if applicable).
- Membership is personal to the person accepted as a Member and cannot be transferred.

Member Obligations

Each Member must act honestly, fairly and reasonably in all matters connected with ACR. Without limiting this obligation, each Member:

- must promptly tell ACR if there is a change to details submitted in their membership application or Member Details;
- must not attempt to transfer or otherwise deal with any Member Benefit other than in accordance with the Membership Terms;
- must not abuse or misuse any Member Benefit or use it for any inappropriate, illegal or unlawful activity;
- must comply with any applicable acceptable use, rules of participation or similar policy in place for using a Member Benefit;
- must not engage in any behaviour in communicating with another Member that could reasonably be interpreted as intended to bully, intimidate or harass a person.
- must not in using a forum provided by ACR post content that could reasonably be interpreted to be defamatory, malicious, hate speech, threatening or pornographic, incite violence or contains nudity or graphic or gratuitous violence;
- must not undertake any action that could damage the reputation of ACR;
- must not make representations on behalf of ACR without prior approval in writing. For example, a Member must not organise an event in the name of ACR without prior written approval;
- must regularly check their Membership Dashboard and promptly notify us of any discrepancies or issues associated with it or their membership and in any case within three months after the relevant activity concern; and
- give us such information as we reasonably request (e.g., to assist us to verify eligibility for any Member Benefit).
- Observe and adhere to any policies and procedures as enacted by the Dean of the ACR and work in accordance with the College Charter.

Termination of membership

- Once you are a member of ACR you are entitled to remain a member until you or we terminate your membership in accordance with this clause.
- A Member may terminate membership of ACR at any time by advising us in writing.
- If a Member breaches the Membership Terms and we, acting reasonably, consider that it is a serious breach, then we may at our discretion give the Member a warning, suspend the person's membership for a period or terminate the person's membership. A serious breach for example includes a breach by you of any requirement specifically listed under "Member Obligations" or a breach by you of clause 10 (Use of Content).
- We may terminate membership of ACR at any time if we decide to cease operation of business or a substantial part of the business of ACR. In this case we may terminate membership by issuing

a notice in writing to each current Member. Notice may be sent to the Member's email address in Member Details or posted to the Member's Dashboard.

- Termination of membership will not entitle the Member to a refund of any application fee. Any refund for Third Party Supplies will be governed by the agreement between the Member and the supplier of the Third Party Supplies.

5. MEMBERSHIP TYPES AND BENEFITS

Membership Types

- An individual can only be a Member of one Membership Type at any one time.
- There are two classes of Member: Fellow and Member
- Member is the standard class of membership of the ACR
- Fellowship membership is an esteem award, made by and at the discretion of the Dean of ACR to denote and signify esteem on a member of the college.
- Members can apply to be awarded a Fellowship, by directly emailing the Dean of the ACR. Such a request must include the support of one Fellow of the College.

Member Benefits

- Member Benefits for each Membership Types are set out on ACR Website. We may change the Member Benefits that we offer at any time in accordance with our assessment of membership preferences, availability and cost.
- Each Member Benefit is available on the specific terms identified for that Member Benefit. If a Member selects a Member Benefit the Member is taken to have agreed to the terms applying to that Member Benefit.
- On occasion, special offers such as special events and competitions may be made available to Members. Each special offer is provided on the terms identified for that special offer.
- A Member may need to complete an application or other process and pay fees to be entitled to a Member Benefit.
- A Member Benefit may be a Third Party Supply. To the extent permitted by law, we have no liability whatsoever to any Member for provision, non provision or any defect with the Third Party Supply.
- On occasion, there may be an outage on ACR Website and/or portal (e.g., when maintenance is conducted). During this time, Member Benefits, Membership Accounts and access to web-based resources and services may not be available.

6. LIABILITY

- To the extent permitted by law, we have no liability to you whatsoever in contract, tort (including negligence), statute or otherwise for conduct of a Member (e.g., in a forum provided by ACR), conduct of an organisation interacting with ACR (e.g., an educational institution) or in relation to a Third Party Supply.
- Members are advised to check the accuracy and currency of content on ACR Website before relying on it. For example, there may be a time lag between a detail changing and ACR Website being updated. In some cases we may also rely on third parties for content displayed on ACR Website which we have not verified. While we aim to address any currency and accuracy issues promptly upon becoming aware of them, to the extent permitted by law, we have no liability to you whatsoever in contract, tort (including negligence), statute or otherwise for any reliance you place on content on ACR Website.
- The Membership Terms are subject to any rights or remedies you have under law, including under the Australian Consumer Law, that cannot be excluded, restricted or modified.

7. DEALING WITH PROBLEMS AND CONCERNS

- If a Member has a complaint or concern with ACR, a Member Benefit or the conduct of another Member please contact ACR promptly about the matter. We will work with you in good faith to try to resolve the issue and take appropriate action.

8. PRIVACY

- The privacy of your personal information is important to us. A Member's Personal Information will be handled in accordance with the Privacy Policy available on ACR Website or on request.
- By agreeing to these terms and conditions you agree to the collection, disclosure and use of your personal information as described in our Privacy Policy.
- If you apply for a Third Party Supply, your agreement with the third party supplier will govern how they are permitted to deal with your personal information.
- If you wish to contact us about your personal information please use the contact details on ACR Website or email us at registrar@acr.college
- You can also email us at registrar@acr.college for details about how you may seek to access or correct your personal information that we hold, how you may complain about a breach by us of the Australian Privacy Principles and how we will deal with any complaint.

9. USE OF CONTENT

- Members will be able to post content in different forums. Before you post any content, you are responsible for checking whether there are any restrictions on who may access posts to that forum and ensuring that the content complies with our acceptable use policy and your membership

obligations. For example, a forum might be public (anyone can view) or Member-only (only we and other Members may view). In addition, content that you provide must not be in infringement of copyright obscene, offensive or defamatory.

- Subject to any restrictions identified for that forum, your membership obligations and compliance with the acceptable use policy, any content in whatever form posted by a Member using a forum provided by us or otherwise provided by a Member to us in connection with an activity of ACR may be shared or used by us at our discretion. To enable us to make that sharing or use, you grant us a non-exclusive, transferable, irrevocable, sub-licensable, royalty-free, worldwide licence to use that content.
- Intellectual property rights in content posted on forums and on ACR Website is owned by us and by third party licensors. You may view that content but you must not reproduce, communicate, reuse or adapt that content in any way, other than as expressly authorised by us. This clause does not apply to content provided by you.
- You must not provide content if you do not have the right to do so or if you do not wish us to be able to use that content as set out in the Membership Terms. If you have posted content that you wish us to remove, you should contact us as soon as possible and we will Endeavor to remove the content. However, we cannot control and we are not responsible for the use that anyone makes of that content prior to its removal.

10. CONSENT TO RECEIVE DIRECT MARKETING AND OTHER MARKETING COMMUNICATIONS

- If you have consented to us doing so, we may send you marketing communications and material about ACR by email, text message or other digital service (such as through an application installed on a mobile device), phone or post. Your consent may have been given by opting in to receive these marketing communications in your membership application or you may have subsequently given your consent.
- You may withdraw your consent and opt out of receiving marketing communications at any time by notifying us or by following the opt-out process in a marketing communication.

11. NOTICES AND COMMUNICATION

- Unless we determine that another means of communication is more appropriate, we may communicate with you using email sent to the email address in your Member Details or by posting a notice to your Member Account. You should communicate with us using the applicable contact details on ACR Website.

12. GENERAL

- The Membership Terms and any other documents referred to in the Membership Terms form the entire agreement between you and us about the subject matter of the membership agreement and supersedes all other representations, negotiations, arrangements, understandings or agreements and all other communications.
- The Membership Terms are governed by the laws of Queensland.
- Each party irrevocably and unconditionally:
 - (a) submits to the non-exclusive jurisdiction of the courts of Queensland; and
 - (b) waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.