

## Commerce Policy

### DOCUMENT AND DATA CONTROL | PD-009

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REVISION STATUS								
Rev No	Date	Revision Description	Intl	Sign	Intl	Sign	Intl	Sign
			<b>Prepared</b>		<b>Checked</b>		<b>Approved</b>	
V0	12/06/2020	Original draft	KK		ADMIN Team			
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V4	10/04/2025	CEO Re-write	KK		FAR Co			

## 1. Products and Services

The Transport Professionals Association (TPA) offers several products and services for purchase including:

- Memberships
- Events – face to face
- Events – virtual
- Advertising
- Sponsorships
- Other products from time to time.

TPA products and services are not typically physical goods and are generally experiences such as in person attendance at an event and electronic services such as viewing access to newsletters and webinars.

### 1.1 Memberships

Memberships are annual, running from 1 April to 31 March each year. Persons who join part way through a year purchase a membership for the remainder of the subscription year. In the period January to March, in some cases persons may purchase a membership product for up to 15 months, to the end of the upcoming membership year. Where this is the case, it is clearly stipulated in the product description.

Membership fees for new individual members are paid at the time of application. Applications are assessed against the criteria for the relevant grade of membership. If the purchasing applicant is deemed to not meet the criteria for membership of the grade to which they have applied, they will be offered to be a member at the relevant grade for their situation. If the purchasing applicant does not agree to accept the membership at the alternative grade, they will be offered a full refund.

Membership fees for corporate memberships are invoiced upon approval of their application.

### 1.2 Access to Membership benefits and discounts

Upon completion of the purchase of a membership (i.e. payment has been received), members will receive their membership number and login details for the website. This enables them to access their membership benefits including the member discount for registering for events. They will receive electronic communications relevant to their grade of membership.

## 2. Payments

Purchases for all products are made via the website, with the options for payment being:

- Payments are accepted via major credit cards and electronic funds transfer.
- Cheques are accepted by prior arrangement
- Cash payments are not accepted.

Upon purchase of a product, purchasers immediately receive an automatic electronic acknowledgement of their purchase. Where payment is made by credit card an automatic tax invoice is also issued immediately. With EFT and cheque payments a tax invoice is emailed on payment settlement.

Products are available for purchase up to six months in advance, and in most cases less than two months in advance.

## 3. Refunds and Cancellation

### 3.1 Memberships

New Membership applications are assessed against the criteria for the relevant grade of membership. If the purchasing applicant is deemed to not meet the criteria for membership of the grade to which they have applied, they will be offered to be a member at the relevant grade for their situation. If the purchasing applicant does not agree to accept the membership at the alternative grade, they will be offered a full refund.

Where a financial member changes membership type to a grade with a lower fee during a financial year, upon provision of a written request, the remainder of the pro rata amount of the difference of the membership fees for the year will be granted as a refund.

In relation to membership resignations, upon provision of a written request to cancel a membership, the remainder of the pro rata amount of membership fees for the year will be granted as a refund. Where the resigning member has pre-purchased products such as events at the member discount rate, this discount will either be revoked and the price difference will be factored into the refund amount, or the product purchase will be cancelled and refunded.

### 3.2 National Conference

For the National Conference, the following policy applies:

- All notifications of cancellation must be received in writing by the TPA National Secretariat.
- Cancellation up to 28 days prior to the commencement of the National Conference will be eligible for a full refund, less than an administration fee of \$100.
- Cancellations received between 27 days and 10 days of the commencement of the National Conference will be eligible for a 50% refund.
- Cancellation within 10 days of the National Conference will not be eligible for a refund.
- Please note that an attendance substitution can be made in writing at any time for a registrant at an equivalent or lesser value.
- A substitution to an attendance at a higher value will incur the cost of the difference between the two registration rates.

### 3.3 Other events

For other events, the following policy applies:

- All notifications of cancellation must be received in writing by the TPA National Secretariat.
- Cancellation up to 53 business days of the event will be eligible for a full refund.
- Cancellation less than 53 business days ahead of the event will not be eligible for a refund.
- Please note that an attendance substitution can be made in writing at any time for a registrant at an equivalent or lesser value.
- A substitution to an attendance at a higher value will incur the cost of the difference between the two registration rates.

### 3.4 Payment of refunds

Any payment of refunds by TPA under any section of this policy is to occur by return EFT to the original account from which the funds were received by the association.

## 4. Cancellation of Events by the Transport Professionals Association

If the TPS cancels an event for any reason, including related to extreme weather, public health concerns or government requirements, all registrants are entitled to a refund of any relevant monies paid to the association.

## 5. Postponement of Events by the Transport Professionals Association

If TPA postpones an event for any reason, including related to extreme weather, public health concerns or government requirements, registrations will be transferred to the postponed event.

If the original registrant is unable to attend, a request for an attendance substitution can be made in writing by the original applicant or the original registrant's employer or organisation.

If the registration is not able to be substituted for another attendee, TPA will issue a refund back into the account of any relevant monies paid to the association.

## 6. Claims for compensation

In relation to an event cancellation or postponement, TPA does not consider itself to be liable for travel, accommodation, or any other sundry expenses.

We recommend that registrants consider travel insurance for their attendance at any events that involve travel or accommodation costs.

TPA does not pay compensation for any consequential loss of income related to any changes to an event or other activity of product.

## 7. Waivers

The TPA reserves the right to exercise its discretion to waive the terms and conditions of this policy in special circumstances including on compassionate or health grounds.

Any requests for a waiver to the terms and conditions must be made in writing to the TPA National Secretariat.

## 8. Complaints

Where a customer of the association is dissatisfied with the products or services of TPA, they are entitled to make a written letter of complaint to the National Secretariat.

The TPA undertakes to review the complaint and attempt to remedy the issue. If the issue is unable to be remedied, depending on the circumstances, may issue a partial or full refund of money paid related to the product or service to which the complaint relates.

## 9. Australian Consumer Law

TPA will act in accordance with Australian Consumer Law and the guidance provided by the Australian Competition and Consumer Commission.