

## CCI Services Membership – Terms and Conditions

1. General
  - 1.1 In these Terms and conditions of membership
    - (i) “we”, “us” or “CCI” means CCI Services Limited;
    - (ii) “you” means you and anyone acting on your behalf or with your authority;
    - (iii) “CCI member” means a current member of CCI who has accepted these terms and conditions and paid its fees;
    - (iv) “preferred supplier” means any person that CCI has entered into a preferred supplier agreement for the supply of goods or services to CCI members; and
    - (v) “confidential supplier terms and pricing information” means the pricing and terms of any offers you receive from CCI or its preferred suppliers, and the terms of any agreements that you enter into with CCI’s preferred suppliers.
2. Membership
  - 2.1 By paying your membership fees, you agree to become a member of CCI and abide by these terms and conditions.
3. Preferred Suppliers
  - 3.1 CCI negotiates preferred supply agreements on behalf of its members with suppliers of a wide variety of goods and services.
  - 3.2 Under these agreements, CCI procures competitive prices and specific terms it can achieve for its members and requires the preferred suppliers to offer those prices and terms to all of CCI’s members.
  - 3.3 You acknowledge that the confidential supplier and pricing terms are confidential, and that you must:
    - (i) keep the Confidential Pricing Information in strict confidence, and only use it to evaluate or enter into commercial arrangements with the preferred suppliers;
    - (ii) not disclose the Confidential Pricing Information to third parties, including a preferred supplier’s competitor, contractors or agents, or otherwise cause or permit the disclosure of the confidential supplier and pricing information, except with the consent of CCI and the relevant supplier; and
    - (iii) not make use of the confidential supplier and pricing information to the commercial, financial or competitive disadvantage or detriment of CCI or its preferred suppliers.
  - 3.4 You acknowledge and agree that when you enter into agreements with or acquire goods or services from a CCI preferred supplier, CCI is entitled to be notified of those agreements,

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including the details of the goods and services that you acquire from its preferred suppliers, and may be entitled to receive fees from its preferred supplier.

### 4. Marketplace platforms

4.1 CCI may negotiate arrangements from time to time with marketplace platforms to enable its members to purchase goods and services from preferred suppliers via an online platform.

4.2 You acknowledge and agree that where you use such marketplace platforms to acquire goods or services from a CCI preferred supplier, CCI may be entitled to be notified of those purchases and the goods or services you acquire, and that your access to the marketplace platform may be terminated if CCI's arrangements with the marketplace platform terminate.

### 5. Transaction data

5.1 You acknowledge and agree that CCI may collect details on the transactions you enter into with its preferred suppliers from the preferred suppliers or marketplace platforms, and that it may retain and use those transaction details for its own purposes, which include but are not limited to evaluating preferred supplier offerings, negotiating with current or potential preferred suppliers, invoicing preferred suppliers and for marketing and communication purposes.

5.2 Further details on how CCI collects and uses any transaction data obtained from preferred suppliers or marketplace platforms is set out in its privacy policy found [here](#)

### 6. Fees

6.1 You will be required to pay an annual membership fee to CCI to enjoy continued access to the prices and terms that CCI has negotiated with its preferred suppliers. Failing to pay the fees will result in you losing access to these prices and terms, as well as any future offers from CCI's preferred suppliers.

6.2 The current fees at any given time will be available at <http://www.cciservices.org.au>. The membership fees will be subject to change from time to time, as notified to you by email and on our website, however any changes will only apply for fees payable after the expiration of your then current membership term. Where you join on a date other than the 1<sup>st</sup> of July in any particular year your annual fee will be pro-rated.

6.3 Refunds of membership are in line with the CCI Refund Policy located [here](#)

6.4 The member acknowledges that CCI will be entitled to an administration fee from its preferred suppliers in respect of all orders placed with a preferred supplier on or before the date of termination of membership.

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- 6.5 All fees are expressed in Australian dollars. The fees may be subject to foreign exchange fees and differences based on prevailing exchange rate if you choose to pay them via a credit card or account using foreign currency.
- 6.6 You agree to indemnify us in respect of any fees that we are charged as a result of your payments being dishonoured, rejected or recovered from us. You acknowledge that we may seek reimbursement of such expenses.
7. Liability
- 7.1 CCI through its due diligence process will use its best endeavours to only recommend reputable and competent suppliers and marketplace platforms, but accepts no liability for any loss you may suffer as a result of acquiring goods or services from any preferred supplier or through any marketplace platform. Members must undertake their own due diligence to ensure the preferred suppliers and marketplace platforms meets their individual needs.
- 7.2 To the maximum extent permitted by law, CCI, its directors, employees, contractors and agents will not be liable to you for any claim arising out of or in any way connected with your membership or dealings with CCI or any preferred supplier or marketplace platform for direct, indirect, special or consequential loss, loss of profit, loss of income, loss of business or loss of opportunity, or any claim howsoever arising and whether caused by breach of statute, breach of contract, negligence or any other tort.
- 7.3 If any guarantee or warranty under the *Competition and Consumer Act 2010* (Cth) or comparable state or territory legislation cannot be excluded, you agree that our liability is limited, to the extent permitted by law, to the re-supply of the relevant goods or services, or the payment of an amount equal to the cost paid for those goods or services. You acknowledge that warranties and guarantees for goods and services acquired from a preferred supplier are provided by that preferred supplier and not CCI and should be claimed in accordance with the preferred supplier's warranty. Without limiting clause 7, you agree that in no event shall the maximum aggregate liability of CCI, its directors, employees, contractors and agents exceed your annual membership fee.
8. Termination
- 8.1 We may terminate your membership at any time if you breach these terms and conditions, or if you have engaged in any conduct that, in our reasonable view, has or is likely to bring CCI into disrepute or damage its relationship with one or more of its preferred suppliers.
- 8.2 Upon termination, you will no longer be entitled to any terms or pricing negotiated by CCI with CCI's preferred suppliers and may be required to pay any outstanding accounts with CCI's preferred suppliers.
- 8.3 If your membership is terminated, you will not be entitled to a pro rata refund for future periods in respect of which you have paid fees.
- 8.4 Clauses 6, 7, 8 and 9 shall survive termination.

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9. Other
- 9.1 We may change these terms and conditions of membership at any time without prior notification to you. You agree that if we do so, those changes will come into effect the next time you renew your annual membership after receiving notification of the changes. Your renewal of your membership will constitute acceptance of the updated terms and conditions of membership. The latest version of CCI's terms and conditions of membership will always be available at <http://www.cciservices.org.au>
- 9.2 If any provision of these terms and conditions of membership is found by any court or body of competent jurisdiction to be wholly or partially illegal, invalid, void, voidable or unenforceable, it shall be deemed severable to the extent that the remaining provisions of these terms and conditions of membership shall continue in full force and effect.
- 9.3 South Australian law governs these terms and conditions. Each party irrevocably submits to the non-exclusive jurisdiction of the South Australian courts and courts competent to hear appeals from those courts.
- 9.4 You consent to CCI collecting, storing and using your personal information in accordance with its Privacy Policy (the latest version of which is available at <http://www.cciservices.org.au>)