

NEAS Membership Terms and Conditions

NEAS is a registered charity and as such abides by the ACNC [Governance Standards](#) and [External Conduct Standards](#).

1. Information that is accessed from the register of members must be used only in a manner relevant to the interests or rights of members.
2. The following persons are eligible to apply to be a member of NEAS and may be accepted for membership by the Board upon payment of the relevant subscriptions and fees:

(a) **Full Member**

An organisation that:

- (i) supports the purposes of the **Company** and has an interest in Quality Assurance;
- (ii) complies with national, State or Territory requirements, or the requirements of any other organisation recognised by the Board, for devising and/or delivering registered and accredited education and training and/or educational assessment services to the public;
- (iii) has been granted current Quality Endorsement by the **Company**; and
- (iv) has paid in full membership fees, subscriptions and annual return fees in accordance with this constitution.

(b) **Associate Member**

A person that:

- (i) does not fall within Clause 2(a)
- (ii) whose employment or business is significantly exposed to the Sector;
- (iii) who has been approved by the directors under Clause 13; and
- (iv) has paid in full membership fees, subscriptions and annual return fees in accordance with this constitution.

(c) **Life Member**

A person who, in the discretion of the directors, has been awarded the honour of Life Member for distinguished and meritorious service to the Company.

Use of NEAS Membership

3. Full Membership (NEAS full endorsement) permits the right for the member to advertise NEAS Endorsement on their collateral and website.
 - a) The NEAS logo must be in guidance with the NEAS brand guidelines
 - b) It must not be used to promote products, courses and services not endorsed by NEAS
4. Associate Members are not permitted to advertise NEAS Branding on their website, marketing collateral or in any other form.
5. Associate Membership does not in any way indicate that the member or the member's organisation is endorsed by NEAS. Associate Members must not publish information about their Associate Membership that may be misleading.
6. Associate members are not permitted to share their membership benefits with colleagues.
7. NEAS owns all guides, resources and templates provided as part of membership. Members must not supply any part or the whole of this documentation to any other organisation, whether or not a fee is involved.

8. When engaging in NEAS professional development, all members agree to interact in a professional and ethical manner.
9. All members must agree to comply with the NEAS constitution including paying the guarantee under clause 4 of the NEAS Constitution if required.

Subscriptions

10. For Associate Members; Application must be accompanied by payment of the applicant's first annual subscription.
11. For Full Members; Application must be accompanied by payment of the relevant application fee.
12. The Board will determine the annual subscription payable by each Member or each category of Member.
13. The annual subscription period for Full Members will commence on the date of payment of the original application fee, and the annual subscription will be due in advance within 30 days of this date each year.
14. The annual subscription period for Associate Members will commence on 1 July of each year, and the annual subscription will be due in advance within 30 days of this date each year.
15. If a Member does not pay a subscription within 30 days after it becomes due, the Board (or representative of):
 - I. Will give the Member notice of that fact; and
 - II. If the subscription remains unpaid 21 days from the date of that notice, may declare that Member's membership forfeited.
16. Directors decide whether to approve membership.
17. Other than initial members, an applicant will become a member when they are entered on the register of members.
18. A person or organisation immediately stops being a member if they:
 - (a) die (for a person)
 - (b) are wound up or otherwise dissolved or deregistered (for an organisation)
 - (c) resign, by writing to the secretary
 - (d) are expelled under clause 17 of the NEAS constitution
 - (e) have not responded within three months to a written request from the secretary that they confirm in writing that they want to remain a member.

Applications for Quality Endorsement

19. Payment is valid for 12 months and is not refundable. If the application process is not completed within 12 months, a new fee will become payable.
20. Applications cannot be assessed until payment is received. All required documents should be complete when submitted.
21. Where all required documentation is received with the application, NEAS undertakes to respond within the following timeframes:
 - Initial assessment of application 14 days
 - Further information, if required 14-28 days
 - Courses – initial assessment 4 weeks
 - Courses – further information required 4-8 weeks

- Schedule on-site visit 7-14 days
 - Final report 14 days
 - Endorsement Committee decision 7 days
22. Quality endorsement depends on the quality of documents submitted and, where relevant, an on-site visit. Payment of an application fee does not guarantee endorsement.

Voting and Representation rights

23. Full members are entitled to all the privileges of membership, including the right to attend, speak and vote at general meetings.
24. Associate Members and Life Members are entitled to attend and speak at general meetings but are not entitled to vote at general meetings.
25. For the purposes of voting, where a member has multiple premises and/or additional centres and, but for this clause, would receive an aggregate number of member votes at a general meeting of more than one (1), the Main Centre will be the Full Member pursuant to NEAS' Constitution.
26. Any corporation or organisation which is a Member must:
- (a) by written notice to the Company appoint a natural person to act as its Representative in all matters connected with the Company as permitted by the Corporations Act; and
 - (b) may remove a Representative.

Maintaining Full Membership

27. A Full Member is required to:
- comply with all legislative and regulatory requirements
 - pay an annual subscription
 - demonstrate commitment to continuous improvement
 - advise NEAS immediately of any proposed changes to the Centre's scope of operations
 - participate in NEAS Quality Assurance processes as advised by NEAS

Cancellation

28. Associate membership may be cancelled at any time by NEAS if any of the NEAS Membership Terms and Conditions are not being met.
29. NEAS reserves the right to remove or edit content or withhold services if any of the NEAS Membership Terms and Conditions are not being met. NEAS will not be held liable for any loss of rights.
30. NEAS should be contacted immediately should you wish to cancel an order for membership.
31. NEAS reserves the right to modify these terms and conditions at any time without notice.

Fit and Proper Person

32. If NEAS is not satisfied that an organisation or relevant people associated with it meet the Fit and Proper Person Requirements of the relevant Australian Regulatory Authorities, NEAS may:

- impose a sanction, including cancellation, on the organization or individual's endorsement or approval as a Full or Associate Member
- refuse the organization or individual's initial application to become NEAS endorsed as a Full Member or approved as an Associate Member.
- For more information on what constitutes a Fit and Proper Person, please see the following regulatory requirements:
 - ASQA <https://www.asqa.gov.au/news-publications/forms-guides/fit-and-proper-person-requirements-declaration>
 - TEQSA <https://www.teqsa.gov.au/application-forms-and-guides>
 - ACNC <https://www.acnc.gov.au/tools/topic-guides/responsible-persons>