

Transport Workers Union of Australia SA/NT Branch

Terms and Conditions of Membership

TWU membership provides many benefits which are funded by union fees paid by members. Collectively, these resources allow us to conduct campaigns to improve wages, conditions and safety for all members.

The TWU also uses our collective resources to provide or secure assistance and representation for members individually in a variety of circumstances including:

- Termination of employment
- Workers' compensation
- Award/Agreement entitlements
- Contract of employment matters.

MEMBERS

By becoming a member of the TWU you accept the terms and conditions contained herein as well as the rules of the TWU.

UNFINANCIAL MEMBERS

Under TWU rules a Member who fails to pay all Dues when due and payable under the Rules, becomes an Unfinancial Member:

"An Unfinancial Member does not become a Financial Member until 10 days after all unpaid Dues are paid.

An Unfinancial Member has no benefits, privileges or rights whatsoever associated with Membership."

Unfinancial members are not entitled to advice or representation.

PLEASE NOTE: THE UNION IS UNABLE TO PROVIDE ADVICE OR ASSISTANCE TO NON-MEMBERS OR UNFINANCIAL MEMBERS.

MEMBER BEHAVIOUR

The TWU reserves the right to limit or withdraw support for members whose behaviour makes it difficult or impossible for an official to handle their matter. These can include, but are not limited to:

- Ignoring, or acting contrary to, the advice provided by the TWU
- Arranging alternative representation or acting on external advice
- Concealing or withholding relevant information from the TWU
- Making public comments about their matter without the authorisation of the TWU
- Making defamatory statements about the TWU in any public forum including all forms of social media;
- Harassing or vilifying TWU staff or otherwise acting vexatiously.

In the event that the Branch Secretary or Assistant Branch Secretary considers that it may be necessary to withdraw or limit support for a member, the Branch Secretary or Assistant Branch Secretary will provide the member with a written statement of the matters that are prompting consideration of the withdrawal or limitation of support giving the member adequate opportunity to respond.

RESIGNATION FROM MEMBERSHIP

1. A Member may resign from Membership by notice in writing addressed and delivered to the Branch Secretary of the Branch in which the Member is enrolled.
2. A notice of resignation from Membership takes effect:
 - a. if the Member has ceased to be Eligible:
 - i on the day on which the notice is received by the Union;
 - ii on the day specified in the notice;whichever is later; or
 - b. in any other case:
 - i at the end of 2 weeks after the notice is received by the Branch Secretary; or
 - ii on the day specified in the notice;whichever is later.
3. Any Dues payable but not paid by a former Member, in relation to a period before the Member's resignation from the Union took effect, may be sued for and recovered in accordance with rule 81 as a debt due to the Union.
4. A notice delivered in accordance with sub-rule (1) is deemed to have been received by the Union when it was delivered.
5. A notice of resignation that has been received by the Union is not invalid only because it was not addressed and delivered in accordance with sub-rule (1).
6. A resignation from Membership is valid, even if it is not affected in accordance with this.

DIRECT DEBIT SERVICE REQUEST FORM

1. Definitions:

- i. Account means the account held at your financial institution from which we are authorised to arrange for funds to be debited.
- ii. Agreement means this Direct Debit Service Request Agreement is between you and us.
- iii. Business day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.
- iv. Debit day means the day that payment by you to us is due.
- v. Debit payment means a particular transaction where a debit is made.
- vi. Direct debit request means the Direct Debit Request between us and you
- vii. Us or we means Transport Workers' Union of Australia SA/NT Branch you have authorised by signing a direct debit request form.
- viii. You means the customer who signed the direct debit request.
- ix. Your financial institution is the financial institution where you hold the account that you have authorised us to arrange to debit.

2. Changes by us:

- i. We may vary any details of this agreement or a direct debit request at any time by giving you at least fourteen (14) days' written notice.

3. Changes by you

- i. Subject to 3(ii) and 3(iii), you may change the arrangements under a direct debit request by contacting us on Transport Workers' Union of Australia, SA/NT Branch on Ph 8346 4177.
- ii. If you wish to stop or defer a debit payment you must notify us in writing at least (7) days before the next debit day. This notice should be given to us in the first instance.
- iii. You may also cancel your authority for us to debit your account at any time by giving us (7) days notice in writing before the next debit day. This notice should be given to us in the first instance.

4. Your obligations

- i. It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the direct debit request.
- ii. If there are insufficient clear funds in your account to meet a debit payment:
- iii. you may be charged a fee and/or interest by your financial institution;
- iv. you may also incur fees or charges imposed or incurred by us; and
- v. You must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.
- vi. You should check your account statement to verify that the amounts debited from your account are correct
- vii. If Transport Workers' Union of Australia, SA/NT Branch is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay the Transport Workers' Union of Australia, SA/NT Branch on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5. Dispute

- i. If you believe that there has been an error in debiting your account, you should notify us directly on Transport Workers' Union of Australia, SA/NT Branch and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.
- ii. If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
- iii. If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding.
- iv. Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

6. Accounts

You should check:

- i. with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions;
- ii. your account details which you have provided to us are correct by checking them against a recent account statement; and
- iii. with your financial institution before completing the direct debit request if you have any queries about how to complete the direct debit request.

iv. We will provide:

- v. at the end of each financial year, a receipt of payments made to the TWU, by you, for that financial year.

7. Confidentiality

- i. We will keep any information (including your account details) in your direct debit request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
- ii. We will only disclose information that we have about you to the extent specifically required by law or for the purposes of this agreement (including disclosing information in connection with any query or claim).
- iii. We will only provide a receipt for tax purposes