

## TERMS AND CONDITIONS OF ANMF (TASMANIAN BRANCH) MEMBERSHIP

### PERIODICAL PAYMENT SERVICE AGREEMENT

1. An amount shall be debited by the Australian Nursing & Midwifery Federation (Tasmanian Branch) as varied from time to time and currently set out in the membership fee schedule available: [anmftas.org.au/anmf-tasmania-fees/](http://anmftas.org.au/anmf-tasmania-fees/)
2. The maximum amount to be debited is as per the membership fee schedule, unless otherwise agreed. Payments are processed the day after membership approval, except for fortnightly payments, whereby the customer may choose which Thursday their payment will commence.
3. If the due date for payment falls on a weekend or public holiday, the payment will be processed on the next business day.
4. The customer will be advised 14 days in advance of any changes to the direct debit arrangements.
5. Customer Obligations
  - 5.1 It is the customer's responsibility to ensure that there are sufficient clear funds available in their account to allow a debit payment to be made in accordance with the direct debit request.
  - 5.1 If there are insufficient clear funds in the customer's account to meet a debit payment:
    - 5.1.1 The customer may be charged a fee and/or interest by their financial institution;
    - 5.1.2 The customer may also incur fees or charges imposed or incurred by ANMF (Tas);
    - 5.1.3 The customer must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in their account by an agreed time so that ANMF (Tas) can process the debit payment;
    - 5.1.4 The customer should check their account statement to verify that the amounts debited from their account are correct.
6. For returned unpaid transactions, an attempt to contact the customer for further instructions shall be made, however, if ANMF (Tas) cannot contact the customer, ANMF (Tas) may debit the customer's account for the unpaid transaction the following month, if we have not been advised otherwise by the customer.

## 7. Disputes

- 7.1 If you believe that there has been an error in debiting your account, you should notify us directly on (03) 6223 6777 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.
- 7.2 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.
- 7.3 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.
- 7.4 Any queries you may have about an error made in debiting your account should be made 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.

## 8. Confidentiality

- 8.1 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 or our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 8.2 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).

## 9. Notice

- 9.1 If you wish to notify us in writing about anything relating to this agreement, you should write to 182 Macquarie St, Hobart TAS 7000 or email [membership@anmftas.org.au](mailto:membership@anmftas.org.au).
- 9.2 We will notify you by sending an advice in the ordinary post to the address you have given us or the email address you have provided.

## **ELIGIBILITY FOR MEMBERSHIP**

Membership shall be open to the following classes of employees engaged in the nursing industry or midwifery industry:

- Who hold a certificate of three years training as a nurse in a recognised general hospital or an undergraduate or post graduate diploma or degree as a nurse or midwife from a higher education institution
- who can produce evidence of training to the satisfaction of the Council
- or who are registered in Australia as a nurse by the Commonwealth or any State or Territory
- employees primarily engaged in providing nursing care under the direct or indirect supervision or at the direction of a registered nurse, registered midwife, enrolled nurse or medical practitioner and who are:
  - o Engaged (howsoever titled) as an assistant in nursing, personal care assistant or extended care assistant in a for profit or not for profit residential aged care facility or in the Tasmanian private sector; or
  - o Engaged under the Health and Human Services (Tasmanian State Service) Award in the classification as provided for at 1 December 2016 of Health Services Officer (HSO) 4 or HSO5 (but not employees engaged as non-direct care staff, technicians, orderlies, allied health professional assistants, therapists or therapy assistants, or employees engaged in ambulance services).
- Other persons, whether employees in the industry or not as have been appointed officers of the Federation and admitted as members thereof.
- Independent contractors who, if they were employees performing the work of the kind which they usually perform as independent contractors, would be employees eligible for membership of the Federation.

### **ANMF MEMBER REPRESENTATION POLICY**

ANMF industrial, professional and legal advice and representation is only provided to members who are full financial members of the ANMF at the time the incident for which they are seeking assistance occurs. Where a non-member seeks advice about an existing problem or a member seeks advice about a problem that arose prior to the time they joined the ANMF, no assistance will be granted unless in the case of specific limited exceptions as outlined in the ANMF (Tas) Member Representation Policy. This policy enables the ANMF to concentrate all its resources on ANMF members who remain financial.

The ANMF (Tas) Member Representation Policy also outlines procedural and behavioural expectations when dealing with ANMF.

### **PRIVACY STATEMENT**

The Australian Nursing and Midwifery Federation (Tasmanian Branch) collects personal information from members in order to perform the role of representing their industrial and professional interests. We place great emphasis on maintaining and enhancing the privacy

and security of your personal information. Personal information is protected by law and can only be released to someone else where the law requires or where you give permission. For more information, see the ANMF (Tas) Privacy Policy.

## **COMMUNICATIONS**

By subscribing to membership with the ANMF (Tas Branch) you consent to receive communications from us (including direct marketing) to:

- assist you with industrial relations and employment queries;
- inform you about industrial, social and political campaigns;
- provide services to you such as discounted or free benefits you are entitled to as a member of ANMF
- inform you about your rights at work;
- inform you about changes to legislation;
- refer you to a legal practitioner, accountant or other professional;
- improve our service delivery;
- manage our relationship with you;
- conduct surveys and research;
- provide educational services and professional development;
- conduct Union elections;
- enable a contractor engaged by the ANMF to provide bulk mail services, provided that the contractor may only use the information to give effect to the contract and may not provide the information to any third party.

If you do not want us to use your personal information for direct marketing purposes, you may elect to not receive direct marketing at the time of providing your personal information.

If you do not wish to receive direct marketing or other communications, or a particular communication, you may request to cancel such communication(s) by:

- unsubscribing to an email newsletter at any time from the newsletter mailing list, which will unsubscribe you from all general email communication;
- 'opt out' by texting STOP in reply to a text message from ANMF;
- contacting us at any time via mail, email or telephone.

## **RESIGNATIONS**

A member may resign from membership of the ANMF (Tasmanian Branch) by written notice addressed and delivered to the Branch Secretary (via the Secretary's delegation to the Branch Membership Officer). The notice may be given electronically.

1. Notice of resignation from membership takes effect:
  - 1.1 where the member ceases to be eligible to become or remain a member of the organisation:
    - 1.1.1 on the day on which the notice is received by the Branch Membership Officer; or
    - 1.1.2 on the day specified in the notice, which is a day not earlier than the day when the member ceases to be eligible to become a member, whichever is later; or
  - 1.2 In any other case:
    - 1.2.1 at the end of two weeks after the notice is received by the Branch Membership Officer; or
    - 1.2.2 on the day specified in the notice: whichever is later.
- 2 Any subscription, fees, fines and levies owing but not paid by a former member of the Federation at the date on which the resignation takes effect, may be sued for and recovered in the name of the Federation in a Court of competent jurisdiction as a debt due to the Federation.
- 3 A notice delivered to the Branch Membership Officer shall be deemed to have been received when it was delivered.
- 4 A notice of resignation that has been received by the Branch is not invalid because it was not addressed and delivered to the Branch Secretary.
- 5 Resignation from membership of the Federation is valid even if it is not affected in accordance with this the above terms, if the member is informed in writing by or on behalf of the Federation that the resignation has been accepted.

#### **MEMBERS RESIGNATION AND REFUND POLICY**

1. Where a member has paid membership fees that extend after the two-week resignation notice period, this total will be repaid to the member.
2. Where a member believes that they have a case to request that paid membership fees to be returned, without resignation notice, they may do so by writing directly to the Branch Secretary or Membership Officer. It is at the Branch Secretary's discretion as to whether paid membership fees without resignation notice will be returned to the member.
3. The following circumstances for refund will not be refused by the Branch Secretary:

- a) Where a member can provide evidence that a previous resignation was forwarded to the appropriate person in the branch but was not processed and/or received.
  - b) Where a member can provide evidence that they transferred to another interstate branch of the ANMF, but ANMF Tasmania fees were not ceased.
4. Refunds will be issued via the payment method in which membership fees were originally paid. In the case that a member has paid via payroll deduction the refund will be paid as a direct debit into their nominated bank account.

### **ONLINE CPD ACCESS**

When an existing ANMF (Tasmanian Branch) member resigns, transfers interstate, becomes unfinancial, or in any other way ceases to be a financial ANMF (Tasmanian Branch) member, they will lose access to their member login and ePortfolio.

### **PROFESSIONAL INDEMNITY INSURANCE**

The ANMF (Tas Branch) Professional Indemnity and Public Liability Insurance policy does not cover privately practising midwives in independent practice, associate members or student members who are not working and higher education members other than when employed in a tertiary institution. Further, exclusions apply with respect to Botox and cosmetic injectables; ear syringing; laser therapy; osteopathy; chiropractic and manipulative therapy; services rendered under the influence of intoxicants or drugs; and dishonest, fraudulent, criminal and/or malicious conduct. Nurses or midwives in independent practice will not be covered unless they meet specific criteria upon application.

### **EQUAL OPPORTUNITIES**

ANMF (Tas) is an equal opportunities employer and will not tolerate unlawful discrimination or harassment.

### **APPLICATION FOR MEMBERSHIP**

By accepting these Terms and Condition, I hereby apply for membership of the Australian Nursing and Midwifery Federation (Tasmanian Branch) and agree, if admitted, to abide by the rules and regulations adopted by the organisation. I also hereby nominate and authorise Australian Nursing and Midwifery Federation (Tasmanian Branch) to act as my exclusive representative or bargaining agent for all purposes (including negotiation) associated with any workplace agreement that may be proposed to regulate the terms and conditions of my employment (current and future). This authorisation will remain in force until I withdraw it by

giving Australian Nursing and Midwifery Federation (Tasmanian Branch) notice in writing of my intention to do so.

I acknowledge that an applicant for membership shall not be entitled to the benefits of membership until they have paid their first applicable subscription and been approved for membership. Once this payment is processed the application proceeds to the next meeting of the ANMF Tasmanian Branch Council, and if approved, membership benefits are applicable from the date of joining while the member continues to be fully financial.

I acknowledge that membership benefits are subject to the terms, conditions and policies of the Australian Nursing and Midwifery Federation (Tasmanian Branch).

**I accept these Terms and Conditions**

Approved by ANMF (Tas) Branch Council 6 September 2024