





SECTION 5 AND 6 ARE NOT REQUIRED ON RENEWALS

**PART 5 REFERENCES & BACKGROUND (Please complete for new applications - not required on renewal)**

Both references must be from someone who has known you in a business relationship for more than 12 months, is not your employer and is not a member of the Chapter to which you are applying for membership.

Business Reference one:

Business Reference two:

Name:

Name:

Position:

Position:

Business:

Business:

Mobile:

Mobile:

Email Address:

Email Address:

Business Relationship (describe):

Business Relationship (describe):

**BACKGROUND:**

- 1. Is the occupation under which you are applying for a full or part-time occupation?
2. How long have you been with the company you are representing?
3. Have you ever been a member of , or denied membership in another BNI Chapter?
4. Are you able and willing to make the commitment to arrive at our weekly meeting on time and stay throughout the 90 mins?
5. Is there a person who would be willing and able to attend at our weekly meetings on your behalf if you can't attend?
6. What is your ability to bring qualified referrals and visitors?

**PART 6 EXPERIENCE (Please answer all questions for new applications - not required on renewal)**

1. Relevant experience (be specific):

2. Education and Qualifications:

3. Do you require a license to operate your business? [ ] Yes [ ] No (if Yes, please provide particulars)

**PART 7 PRIVACY STATEMENT / TERMS / APPLICANT ACCEPTANCE (Please sign)**

Privacy: BNI will collect and hold personal information about you from this Application form. Our primary purpose in collecting this personal information is to enable us to provide services to you. We require this information for the purposes listed below, and if you choose not to provide the information requested, we may not be able to provide services to you. This information may be used for related purposes, such as: to assist in providing goods and services to you, to assist with any enquiries you make to us, for any purpose made known to you at the time of collection of your personal information, to communicate promotional offers, business referrals and special events, for our internal administrative, marketing, planning, product development and research requirements, in connection with law enforcement, national security and airport surveillance and in relation to business referral programs. We usually disclose information of this kind to: The BNI Australia Trust and to BNI Global, LLC (USA), third parties such as consultants, auditors, legal advisors and the like, and third parties we are required by law to disclose to. Under the Australian Privacy Principles, you may access your personal information held by BNI. You may contact us if you think any of this is inaccurate, incomplete or out of date. We will take such steps as are reasonable in the circumstances to correct such information or notify you why we refuse to do so. BNI takes all steps as are reasonable in the circumstances to protect personal information that it holds from misuse, interference and loss and from unauthorised access, modification and disclosure and to destroy or de-identify personal information that it no longer needs and is not required by law to retain. If you consider that we have breached the Privacy Act 1988 [Cth] you may complain to the BNI Australia Trust who will investigate the complaint and advise you in writing of the outcome of the investigation within 60 days of receipt of the complaint. Personal Data shall be jointly controlled by BNI Worldwide Development Limited, BNI Australia and Foxle Pty Ltd. Your personal data will be processed in BNI's operating management system (BNI Connect®) and shall be governed by the EU's General Data Protection Regulation.

Terms: Please note that the primary function of BNI is to promote business through its members networking and giving referrals to each other. The prospective member ("applicant") acknowledges that BNI does not endorse the capabilities of professional expertise of any of its members and that the Applicant in choosing to conduct business with or refer clients to any other member of BNI does so at its own volition and risk. BNI specifically accepts no liability in relation to business conducted or standards as between any of its members.

Continuing Membership: When applying to join BNI, I understand that I will be allocated to a chapter. I acknowledge that the growth and success of any chapter is the responsibility of the chapter members. I also acknowledge that payment for the venue related charges for weekly BNI meetings is the responsibility of the chapter members. BNI may be obliged to close or restructure chapters from time to time and if so, BNI may nominate another chapter for the member to attend, in which case the balance of my membership will be transferred to that chapter upon approval of the Membership Committee of that chapter. If a suitable chapter is not available then BNI will issue a certificate of credit for the balance of the membership under the published guidelines for such certificates. Only one person from each professional classification is permitted to join a chapter of BNI. Membership Committees of each chapter have final authority relating to classification conflicts. Classifications can be changed or subdivided at any time at the Membership Committee's sole discretion. Classifications are also known as business specialities.

Mediation: If a dispute arises in connection with agreement, a party to the dispute must give to the other party notice specifying the dispute and requiring its resolution under this mediation clause (Notice of Dispute). The executive director or responsible person of each party must confer within 3 days after the Notice of Dispute is given to try and resolve the dispute. If the dispute is not resolved within 7 days after the Notice of Dispute is given, the disputes is by this clause submitted to mediation, conducted in the city closest to where the party giving the Notice of Dispute is located. The Institute of Arbitrators and Mediators Australia Mediation and Conciliation Rules( at the date of this Agreement) apply to the mediation. Despite anything in this clause, a party may at any time commence court proceedings in relation to any dispute arising under or in connection with this Agreement where that party seeks urgent interlocutory relief. This clause applies even where the Agreement is otherwise void or voidable.

Limitations on Liability: Notwithstanding any other provision of this Agreement, any liability to you involving BNI, its franchisees, and their officers, directors, agents and representatives for any cause whatsoever arising from the breach of the conditions or warranties, if any, in the Agreement, related to the Agreement, or membership or participation in BNI or both, and regardless of the form of the action, will to the extent permitted by law be limited to the amount of annual membership dues paid by you for the membership in BNI. Except in jurisdictions where such provisions are restricted, in no event will there be a liability to you or any third party for any indirect, consequential, exemplary, incidental, special or punitive damages by signing this application form I confirm that all details are true and correct and I agree to be bound by the terms and conditions of this application and by the Policies, Program Guidelines and Code of Ethics of BNI, including as amended from time to time. I acknowledge that if I breach these terms and conditions, including the Policies, Program Guidelines and Code of Ethics of BNI, BNI may terminate my membership in which case I will not be entitled to a refund.

I have read and understood all the BNI General Policies, BNI Administrative Policies, BNI Program Guidelines and the BNI Code of Ethics and further understand that upon acceptance to BNI membership that fees are non refundable except as required by law including the registration fee and the membership fee.

Signature: [Signature] Date: [Date]
Please check that the credit card authority has been signed (if applicable)

To obtain a copy of the BNI Policies and Programme Guidelines, please ask the Membership Committee of the Chapter to which you are applying or send an email to admin@bni.com.au with the subject line "Policy & Guidelines Request"

**PART 8 MEMBERSHIP COMMITTEE USE ONLY**

Verified Information and References: [ ] Yes [ ] No Internet Search [ ] Yes [ ] No (if Yes, describe concerns if any)
Membership Committee representative: [ ] Accept [ ] Decline
Comments: Signature: Date:

## BNI GENERAL POLICIES

1. Only **one person from each business specialty** is permitted to join a chapter of BNI. Membership Committees of each chapter have final authority relating to business speciality conflicts.
2. Members must represent their **primary** occupation, not a part-time business.
3. The weekly meetings last for 90 minutes. Members need to arrive on time and stay for the entire meeting.
4. An individual member cannot be in a second BNI chapter nor in any other group that allows only one person per business specialty and whose primary purpose is to pass referrals to one another, because it substantially reduces their commitment to the chapter members. **Membership Committees must enforce this policy.**
5. Attendance is critical to the group. If a member cannot attend, you may send a substitute (not a member of your chapter) to the meeting. This will not count as an absence. A member is allowed 3 absences every six months. More than this and the member's business speciality is subject to being opened by the chapter's Leadership Team.
6. Members are required to bring bona-fide referrals and/or visitors to their BNI chapter. Chapters may establish a minimum number of referrals and/or visitors that is acceptable to maintain membership.
7. Visitors may attend chapter meetings up to 2 times.
8. Speakers must bring a door prize. Only members bringing a visitor or a referral are eligible for the door prize.
9. **There are no leaves of absence except for medical leaves.** A member may take up to eight weeks medical leave with the Membership Committee's prior approval if **fees are pre-paid** for that period of time and an attempt is made to have someone "fill in" during the medical leave.
10. It is the member's responsibility to file a concern with the Membership Committee of the chapter if a visitor "who submits an application in any way conflicts with their business specialty. This should be done **before** the visitor is approved for membership. If there are no complaints, the Membership Committee will "assume their consent"
11. Members who wish to change their business specialty must submit a new Membership Application and get approval from the Membership Committee for that business specialty change.
12. In case of problems with a member, Membership Committees may, at their sole discretion, put a member on probation relating to the member's business practices or commitment to the chapter.
13. A member's business specialty may be opened for failure to comply with the policies and/or code of ethics of BNI. Membership Committees of any chapter may open business specialty. In the absence of a Membership Committee, the Leadership Team may fulfil that responsibility.
14. If the Leadership Team fulfils all responsibilities throughout their term, then they will receive compensation for their fees. The Leadership Team **must** agree to the terms and conditions outlined in the Leadership Team Agreement in order to hold a position and must go through training before participating.
15. In the absence of a Membership Committee, the Leadership Team may act as an ad hoc Membership Committee until one is established.
16. BNI membership lists are for the purpose of "giving" referrals and not for soliciting (via email, direct mail, or other means) BNI members or Directors without their prior approval.
17. All new members must attend Member Success Program (MSP) training in their region within the first 60 Days of their membership. Only after attending the MSP training may the new member be added to the 'speaker rotation' for the chapter. Any new members not attending MSP training within the first 60 days of being inducted into the chapter will be subject to having their business speciality opened by the Membership Committee.
18. Policies are subject to change. All proposed policy changes need to be reviewed first by the Executive Board of Advisors, at the discretion of the Chief Executive Officer of BNI in Upland, California. The current version of these policies can be found any time in the BNI member section of [www.bni.com.au](http://www.bni.com.au) or can be requested by email from [admin@bni.com.au](mailto:admin@bni.com.au).
19. Other than normal BNI printed materials, members may not use the BNI Intellectual Property (e.g. logos, trademarks, names, slogans, copyrighted materials, etc.) to manufacture, distribute, sell, market, or promote any product or service, or otherwise use the BNI Intellectual Property without obtaining the prior written consent of BNI HQ or the appropriate National Office. Members must agree to abide by the BNI Branding Standards for any permitted use.

# **BNI<sup>®</sup> POLICIES**

## **BNI ADMINISTRATIVE POLICIES**

1. There is an initial registration fee payable for all new members. Membership fees are payable in advance for 1 year or for 2 years. Contact the chapter Secretary/Treasurer or [admin@bni.com.au](mailto:admin@bni.com.au) for details of current fees. All BNI fees may be paid with EFT, VISA and MASTERCARD.
2. BNI may establish chapters in every city or community with people interested in developing a referral-based business. In addition, BNI reserves the right to open more than one chapter per city or community where BNI's services are requested.
3. Membership fees are due and payable 30 days before the membership expiry date. Fees not paid by the due date are considered late and will be subject to a late charge. If fees are not paid within 15 days of expiry, the member will be officially dropped by BNI.
4. Once a member is accepted to BNI all fees are non-refundable except as required by law, including the registration fees and membership fees. A Certificate of Credit will be given, upon request, to members in good standing for the unused portion of their membership time.
5. Fees cannot be transferred from one person to another unless they are from the same company.
6. BNI has a strict policy on returned cheques. A member has 3 working days in which to contact his or her regional BNI office and resolve the matter. Any returned cheques not resolved within this period will be turned over to collections. All returned cheques will be assessed a minimum \$50 returned cheque fee. If a member passes a second returned cheque that member will be subject to immediate termination.
7. BNI is a marketing service provided by The BNI Australia Trust. BNI, or any of its Franchisees, reserves the absolute right to discontinue a member's participation in the organisation or chapter.
8. A member requesting a transfer from their current chapter to a new chapter will be required to submit a completed new member Application Form to the Membership Committee of the new chapter. In addition, if the member has less than 12 months of paid membership credit, they must submit a renewal payment. If the member has more than 12 months of paid membership credit no additional investment is required. Upon acceptance in to the new chapter, the credit from their previous chapter will be added to their membership in the new chapter as well as the renewal payment time, if applicable.
9. Policies are subject to change. All proposed policy changes need to be reviewed first by the Executive Board of Advisors, at the discretion of the Chief Executive Officer of BNI in Upland, California. The current version of these policies can be found any time in the BNI member section of [www.bni.com.au](http://www.bni.com.au) or can be requested by e-mail from [admin@bni.com.au](mailto:admin@bni.com.au)

## **BNI PROGRAMME GUIDELINES**

1. A member's membership expires at the end of the selected period. Following application for renewal, Membership Committee's approval, and the member's payment of the next period's fees the membership will be extended.
2. A company that has paid the membership fee for their representative has the first right to replace their Membership Committee approved representative. The "new" representative must also be approved by the Membership Committee. If the company does not exercise this right within 14 days the "current" member representative has the first option to become a member in their own right or as a representative of another company by submitting a new Application Form with payment, if applicable. We suggest that contractual arrangements regarding BNI membership be clarified between the representatives and their companies "before" submitting an Application Form.
3. Fees paid or unused certificates of credit are only transferable from one person to another if they are from the the same company, and cannot be transferred between existing members (ie memberships cannot be merged). The replacement applicant must be approved by the Membership Committee.
4. Each chapter is part of BNI's operation and intellectual property.
5. Members are not agents of BNI, but are permitted by BNI to be involved in a chapter and use the BNI system strictly under the terms of the policies and guidelines and only while a member.
6. All members are expected to contribute to the Chapter's management by serving at least one term on the Leadership Team.
7. BNI is the only entity entitled to represent BNI in any relationship with the public via the media.
8. Each member agrees not to take any action or make any claim against any member of the Leadership Team for any matter relating to BNI.
9. Each member will indemnify BNI against any liability etc. for statements or actions the member may make or take that result in liability for BNI.
10. Multi-level marketing members of BNI should represent their products and services and not the business opportunity element of their business.
11. BNI Programme Guidelines are subject to change. The current version of these Guidelines can be found any time in the BNI member section of [www.bni.com.au](http://www.bni.com.au) or can be requested by e-mail from [admin@bni.com.au](mailto:admin@bni.com.au).