

# ELAA Terms and Conditions

Last updated 20 May 2024

These Terms and Conditions govern your purchase of products or services (including Materials and professional learning and development sessions) from, or membership with, Early Learning Association Australia Inc. (ELAA).

## 1. Access

### 1.1 General access

- a) You can access our products and services through a membership or on an ad hoc basis.
- b) Prices and Fees differ between members and non-members. To access member prices, you must be logged in to your membership profile before purchasing a product or service. If an individual does not have the login details for the membership profile, an authorised person can register for the individual.
- c) Non-members will receive purchased Materials at the email address provided on the registration form.
- d) Members will receive access to the Materials via the My Membership tab on the ELAA website.

### 1.2 Ongoing access

- a) You will receive ongoing access to updated Materials if you maintain your subscription for the Materials.
- b) Materials are reviewed periodically and when legislative changes occur.
- c) Members with a current subscription for the Materials will receive an email notification when they have been updated. All updates are recorded in the Table of Updates under the My Membership tab on the ELAA website.
- d) If you end or do not renew your subscription, you will lose access to the Materials. If you wish to access the Materials again after re-joining, you will be required to resubscribe under the subscription model at full subscription fee.

### 1.3 Free Materials

- a) In order to access our free Materials, you must first register your details including:
  - i. first and last name
  - ii. position
  - iii. service/organisation
  - iv. email address
- b) Once you have completed the registration process, you will be emailed the Materials to the email address you provided within the registration form. You will also be able to download the files direct from the registration page after submitting the form.

## 2. Expected conduct of members

### 2.1 Unruly behaviour

- a) Members of the Association (ELAA) are expected to conduct themselves in a professional manner. Unruly behaviour, including but not limited to harassment, intimidation, discriminatory behaviour, violence or disruptive conduct, will not be tolerated.
- b) Members of this Association agree to abide by this clause and understand that failure to do so may result in immediate refusal of service as determined by an ELAA Senior Manager.
- c) Any refusal of service as determined by an ELAA Senior Manager will not exceed 5 Business Days.
- d) Any Member found engaging in unruly behaviour may be subject to suspension or disciplinary action in accordance with the Rules of the Association, following a thorough investigation into the reported incident.
- e) Any Member of the Association may dispute a refusal of service and/or disciplinary action in accordance with (clause 10 - disputes and mediation) under the Rules of the Association.

## 3. Membership types

- a) The membership inclusions and benefits depend on your membership category. Member benefits and advisory support are determined by the existing funding and service agreements with alternative providers, including the Department of Education (Victoria). Non-members can access some limited products and services from us.
- b) There are 5 membership types:
  - i. **Associate Members** means Approved Providers that are privately run in any setting (excluding schools).
  - ii. **Community Members** means Approved Providers that are community managed/not-for-profit, and not a commercial venture (including Early Years Management organisations).
  - iii. **Council Members** means all councils (including Early Years Management organisations).
  - iv. **School Members** means Approved Providers that are schools (including both government and public schools, and non-government, independent, private schools).
  - v. **Supporter Members** means individuals, organisations or groups that are not Approved Providers but have an interest or association with the early childhood education and care sector.
- c) An **Approved Provider** means a provider of approved early childhood education and care services in accordance with the Education and Care Services National Law Act 2010.

## 4. Membership inclusions and exclusions

### 4.1 Community Members, Council Members, School Members

- a) Community Members, Council Members and School Members can access the following member benefits:
  - i. Capped general phone and email advice from an ELAA Member Solutions Advisor on the following topics:
    - (A) governance of your service and management responsibilities;
    - (B) occupational health and safety;

- (C) road safety education policy;
    - (D) human resources (excluding industrial relations advice).
  - ii. Industrial relations advice is excluded (which includes the interpretation of the VECTEA and awards). You can purchase the IR Advisory Subscription to receive such advice.
  - iii. The cap is:
    - (A) for Community Members, 4 Advisory Hours for single sites and 8 Advisory Hours for multi-sites;
    - (B) for Council Members, 4 Advisory Hours regardless of single or multi-sites;
    - (C) for School Members, 4 Advisory Hours regardless of single or multi-sites.
  - iv. Phone advice line will be available between 10AM and 3PM during Business Days. Email advice inbox will be monitored between 9AM and 5PM during Business Days.
  - v. Unlimited access to the Member Portal for membership-only free Materials as determined by ELAA. These free Materials include Materials co-published by the Department of Education (Victoria).
  - vi. Unlimited access to post, review and edit online advertisements on the ELAA ANZUK Education Job Board.
- b) Community Members, Council Members and School Members can also access the following add-ons at member prices:
- i. Additional Advisory Hours in 2-hour blocks.
  - ii. Annual subscription to the IR Advisory Subscription to access tailored industrial relations and human resource advice. The IR Advisory Subscription is an inclusion for all subscribers to the VECTEA 2024 Signatory Benefits Package.
  - iii. Annual subscription to the following:
    - (A) PolicyWorks;
    - (B) Employment and Onboarding Resource (HR);
    - (C) Governance Resources, including the Committee of Management Governance Resource or EYM Governance Resource;
    - (D) Occupational Health and Safety Resource (in development); and
    - (E) other specific resources as provided.
- c) Community Members also have ELAA AGM voting rights, and the ability to nominate to the ELAA Board or hold office as an Officer of the Association. Council Members, School Members do not have those rights.

## 4.2 Associate Members

- a) Associate Members can access the following member benefits:
- i. Access to ELAA Materials and consultancy, professional development, and sector news and updates, at the member price; and
  - ii. Access to preferred partner offers and the ELAA ANZUK Education Job Board; and
  - iii. Advocacy and representation; and

- iv. Unlimited access to the Member Portal for membership-only free Materials as determined by ELAA. These free Materials include Materials co-published by the Department of Education (Victoria).
- b) Associate members can also access the following add-ons at member prices:
- i. Annual subscription to the IR Advisory Subscription to access an annual cap of tailored industrial relations and human resources advice.
  - ii. The cap is for Associate Members is 4 Advisory Hours regardless of single or multi-sites. The IR Advisory Subscription is an inclusion for all subscribers to the VECTEA 2024 Signatory Benefits Package.
  - iii. Phone advice line will be available between 10AM and 3PM during Business Days. Email advice inbox will be monitored between 9AM and 5PM during Business Days.
  - iv. Additional Advisory Hours in 2-hour blocks.
  - v. Annual subscription to the following:
    - (A) PolicyWorks;
    - (B) Employment and Onboarding Resource (HR);
    - (C) Governance Resources, including the Committee of Management Governance Resource or EYM Governance Resource;
    - (D) Occupational Health and Safety Resource (in development); and
    - (E) other specific resources as provided.
- c) Associate Members will not have AGM voting rights, the ability to nominate to the ELAA Board or hold office as an Officer of the Association.

### 4.3 Supporter Members

- a) Supporter Members can access the following member benefits:
- i. Advocacy and representation;
  - ii. Access to ELAA Materials and consultancy, professional development, and sector news and updates, at the member price; and
  - iii. Access to preferred partner offers and the ELAA ANZUK Education Job Board.
- b) Supporter Members cannot purchase access to advisory packages, including the IR Advisory Subscription.
- c) Supporter Members will not have access to the members solutions advisory support service, member reference groups, online leave and work history calculators, AGM voting rights, and the ability to nominate to the ELAA Board or hold office as an Officer of the Association.

## 5. Use of Advisory Hours

### 5.1 Advisory Hours

- a) Advisory Hours may include:
- i. advice delivered by ELAA to you via phone or email;
  - ii. scheduled meetings (online) to discuss a topic falling within your membership; and
  - iii. research undertaken in order to deliver tailored advice to you.

- b) If you use up the Advisory Hours allocated to your membership, you can purchase additional Advisory Hours in 2-hour blocks.
- c) You cannot 'opt-out' of Advisory Hours in exchange for a reduced Fee for the membership.
- d) Advisory Hours are allocated on a yearly basis and covers 1 July - 30 June (unless agreed otherwise by ELAA). Any Advisory Hours that you do not use up during the membership year are forfeited, regardless of when you obtained your membership.
- e) Advice delivered as a result of Advisory Hours is intended for the specific matter or query in question and should not be relied upon in relation to any other matter.

## 5.2 Tracking

ELAA will monitor and record the Advisory Hours it spends on advisory services in relation to your membership, using its internal customer relationship management system. You may request an itemised record of the Advisory Hours recorded under your membership by emailing:

- a) for queries relating to your ELAA membership: [memberships@elaa.org.au](mailto:memberships@elaa.org.au);
- b) for queries relating to the VECTEA Signatory Package: [vectea@elaa.org.au](mailto:vectea@elaa.org.au); or
- c) for queries relating to the IR Advisory Subscription: [membersolutions@elaa.org.au](mailto:membersolutions@elaa.org.au).

## 6. Member Portal

- a) You must:
  - i. keep your log-in details to the Member Portal secure and not permit any third party or unauthorised user to access or use the Member Portal;
  - ii. ensure your personnel who have access to the Member Portal (including the Materials) use it in accordance with these Terms and Conditions;
  - iii. notify us immediately upon becoming aware of any unauthorised access to, or use of, your account;
  - iv. be responsible for all activity undertaken using your account on the Member Portal;
  - v. only use the Member Portal for the purposes of receiving your membership benefits;
  - vi. not sell, resell, license, lease or commercially exploit any part of the Member Portal (including the Materials);
  - vii. not damage or interfere with the integrity or performance of the Member Portal; and
  - viii. not reverse engineer, decompile or gain unauthorised access to the Member Portal (including the Materials) or its related systems or networks (or attempt to do so).
- b) We may change the Member Portal from time to time.



## 7. Targeted service levels

We will endeavour to the best of our ability to follow the following timeframes for our services:

Team	Enquiry type	First response time	Case/enquiry resolution time
Your enquiry is managed by our: Memberships Team Road Safety Education Team Project Team All other ELAA divisions (excluding Member Solutions or as specified).	Phone enquiry (including voicemails).	Same Business Day, unless received after 3pm – then the next Business Day.	Within three Business Days or as reasonably practicable.
	Email enquiry.	Within two Business Days.	Within five Business Days or as reasonably practicable.
Your case is managed by our Member Solutions Team (including all Advisory Packages).	Phone enquiry (including voicemails).	Same Business Day, unless received after 3pm – then the next Business Day.	Within three Business Days or as reasonably practicable.
	Email enquiry to <a href="mailto:membersolutions@elaa.org.au">membersolutions@elaa.org.au</a> .	Within two Business Days.	Within three Business Days or as reasonably practicable.
	Calculation requests (work history, pro-rata annual leave, long service leave)	Within four Business Days.	Within five Business Days or as reasonably practicable.
	Additional information is required by you to resolve your case	Within two Business Days.	Within five Business Days of the additional information being received by an ELAA Member Solutions Advisor.



	Your case is escalated	Within five Business Days.	Depends on the complexity and nature of the enquiry.  Where possible, we will endeavour to provide you with reasonable updates via phone or email on the nature of your query.
	Your case is on hold	Depends on the complexity and nature of the enquiry. Where possible, we will endeavour to provide you with reasonable updates via phone or email on the nature of your query.	
	Consultancy requests	Within two Business Days	Consultancies are delivered by ELAA or our preferred partners, and resolution of those cases are based on the scope of work involved.

## 8. Additional advisory packages

### 8.1 VECTEA Signatory Benefits Package

- a) To be eligible to access the VECTEA Signatory Benefits Package, you must be approved by ELAA as an employer signatory to the Victorian Early Childhood Teachers and Educators Agreement 2024 (VECTEA) (or an agreement similarly named);
- b) Under this VECTEA Signatory Benefits Package, you will receive:
  - i. the IR Advisory Subscription;
  - ii. the following additional Advisory Hours, to be used exclusively in relation to VECTEA assistance, IR and human resources support:
  - iii. for single-site members: 4 Advisory Hours; and
  - iv. for multi-site members: 8 Advisory Hours.
  - v. VECTEA implementation and support resources;
  - vi. access to the ELAA back pay calculator (if applicable);
  - vii. a VECTEA 2024 implementation kit or guide (as determined);
  - viii. access to VECTEA member forums (as determined by ELAA) ;
  - ix. access to ELAA implementation templates (as included in your implementation guide) ;

- x. access to VECTEA training for your human resources team upon request and as agreed by ELAA; and
- xi. for Early Years Management members, membership to the ELAA IR Reference Group (upon request) for two years.

## 8.2 Industrial Relations (IR) Advisory Subscription

- a) Under this IR Advisory Subscription, you will receive:
  - i. 4 hours of IR Advisory Hours, to be used exclusively in relation to IR and human resources support;
  - ii. advice meetings with a Member Solutions Advisor on industrial relations or human resource matters (excluding the matters outlined in clause b)); and
  - iii. work history and leave calculations if not already provided under our payroll services contract.
- b) The IR Advisory Subscription excludes the provision of advice in relation to the following matters:
  - i. workplace investigations (including the appointment of a workplace investigator);
  - ii. investigations of child-safe incidents for the Commission for Children and Young People;
  - iii. high-risk or complex employee relations matters as determined by the ELAA, this may include capacity/capability terminations/dismissal, workers compensation terminations, bullying or harassment matters, termination for serious misconduct or terminations with underlying risk (e.g., general protections);
  - iv. calculation of an underpayment of wages or compensation owing, or matters referred to the Fair Work Ombudsman or relevant regulatory body;
  - v. face-to-face/phone meetings with employees (non-management personnel);
  - vi. Fair Work Commission representation or response to claims, including and not limited to claims relating to general protections, unfair dismissal or matters requiring representation in a court of law or regulatory body;
  - vii. drafting of enterprise agreements or representation in enterprise bargaining, advice on industrial action or union matters (unless otherwise determined by ELAA);
  - viii. liaising with a legal representative or appointed representative of an ELAA member or employee; or
  - ix. any other matter where legal advice or an external advisory or support service;

## 9. Becoming a member

- a) The membership year is 1 July - 30 June.
- b) If you join between 1 March and 31 October (inclusive), you will receive a membership up to 30 June the following year and pay the full Fee.
- c) If you join from 1 November and before 1 March, you will pay 50% of the Fee, and receive a membership up to 30 June.
- d) Paying by card gives you immediate access to the Member Portal. However, access may be revoked post due diligence & Board approval.
- e) We retain the discretion to cancel or reject membership applications, in accordance with our constitution.



## 10. Renewing your membership

- a) Renewal typically starts in May of each year for the following membership year.
- b) During renewal, you must confirm your details (contact details and service information) and can opt-in or out of your subscription packages and add-ons through the renewal form.
- c) If renewal is not completed by 1 August (being 1 month into the new membership year), we will remove your access to the Member Portal, subscription products and Materials.

## 11. Fees

### 11.1 Pricing

- a) The Fees are set out on our website and differ depending on whether you are a member. You must be logged into your member account to access member prices.
- b) All Fees are in Australian dollars and inclusive of GST, unless otherwise indicated.
- c) We may increase the Fees from time to time, which will apply and take effect from the next membership year. We will provide prior notice to members.
- d) We will not refund any Fees paid for a change of mind. Where you request a refund due to your administrative error and we agree to provide a refund, we will provide the refund less 15% (up to \$40) to cover our administrative costs in processing the refund.
- e) The Fees are calculated annually, for the 1 July - 30 June membership year. The Fees for the first year of your membership will be calculated on a pro rata basis.

### 11.2 Payment

- a) Unless stated otherwise, you must pay all Fees within 14 days of the date of a valid invoice provided by ELAA.
- b) If you do not pay the Fees by the due date, we will discontinue the parts of your membership that you have not paid for and may charge you the non-member price for any Materials and member benefits you have accessed.
- c) You can pay using a valid credit or debit card (Visa or Mastercard only), Electronic Funds Transfer (EFT), money order or bank cheque (no personal cheques). In the case of a money order or bank cheque payment for an online order, you must also provide us with a copy of the relevant order form. Payment is due prior to access to files.
- d) We will confirm your purchases via email to the billing contact listed on the order form. This email will be a tax invoice.

## 12. Intellectual property

- a) We own or license all intellectual property rights arising in connection with the Materials and Member Portal.
- b) You must seek our prior written consent if you would like to reproduce any part of the Materials or share it with any third party.
- c) We grant you a revocable, non-exclusive, non-transferrable, non-sublicensable licence to use the Materials for organisation use in the management of your early childhood education and care service/s.

## 13. Liability

- a) The Member Portal and Materials are provided as is and advisory in nature only. We have used reasonable endeavours to ensure the Materials are accurate and current at date of publication. However, we cannot guarantee their accuracy, reliability, currency or completeness and are not liable for any errors or omissions in them. Legislation, regulation, and standards change regularly, and it is your responsibility to ensure the currency and accuracy of the information you are using and relying on.
- b) It is your responsibility to tailor each Material to your context, document guidelines, and the specific needs of your operations. You must include the following acknowledgement on documents you develop using or incorporating the Materials: "Sourced from Early Learning Association Australia Inc."
- c) The advice that ELAA provides to you is based on the information you provided and is for guidance only. It does not constitute legal advice and it is your responsibility to verify the accuracy and validity of the advice and consider its application for your purposes. We recommend seeking legal or professional advice.
- d) We have used reasonable endeavours to ensure (but cannot guarantee) that the Materials are virus-free at the time of loading onto the Member Portal or sending via email to you. You should check them for viruses before downloading.
- e) We also provide links to third party content for convenience. We do not control, and have no responsibility for, the content on those third party websites.

## 14. Membership cancellations

- a) You may cancel your membership if we have materially breached these Terms and Conditions and have not remedied the breach within 30 days of receiving your notice to do so.
- b) We may cancel your membership if:
  - i. you have materially breached these Terms and Conditions and have not remedied the breach within 30 days of receiving our notice to do so; or
  - ii. we know or reasonably suspect you have or will breach these Terms and Conditions.
- c) If you cancel under clause a), we will provide a pro rata refund of the Fees paid for the current membership year, based on the remaining unused period of the membership year.
- d) If we cancel under clause b), we will not provide a refund of the Fees paid for the current membership year.

## 15. Privacy

We will handle personal information in accordance with our [Privacy Policy](#).

## 16. Professional learning and development

### 16.1 Bookings

- a) All bookings for ELAA professional development sessions, events and self-paced learning opportunities must be made via the ELAA website.
- b) Registration bookings are confirmed via email to the booking contact listed on the booking form. This email will be a tax invoice.

- c) If a booking confirmation is not received by the booking contact within 2 Business Days, please contact us via email [training@elaa.org.au](mailto:training@elaa.org.au).

## 16.2 Changes to registration details

- a) For live sessions, you can make a request to amend a booking (e.g. changing name of participant or dietary requirements) to [training@elaa.org.au](mailto:training@elaa.org.au) at least 14 days before the live session date.
- b) For self-paced modules, you can make a request to amend the registered user for self-paced modules (e.g. incorrect individual user added under group registration) to [training@elaa.org.au](mailto:training@elaa.org.au). The course access expiration will still be measured from the original registration date.

## 16.3 Access to self-paced modules

You can access a self-paced module for up to 4 weeks from the date of registration. To access it beyond 4 weeks, you will need to re-register for the self-paced module.

## 16.4 Payment

- a) You must make payment in order to receive your tickets, registration information or access to a self-paced module. You must be logged in to your membership profile before booking to access member prices.
- b) If you wish to pay by electronic funds transfer (EFT), you must pay within 14 days and we must receive your payment before the session.
- c) If you wish to pay by an alternative method, please contact us via email at [training@elaa.org.au](mailto:training@elaa.org.au).

## 16.5 Cancellation

- a) If we cancel, relocate or defer a session, we will contact the booking contact and participants by email and/or phone and offer a full refund or transfer to another session of the same value to the participants. We will endeavour to provide at least 24 hours' notice.
- b) For live sessions:
- i. you can request to cancel a booking by email to [training@elaa.org.au](mailto:training@elaa.org.au) at least 14 days before the session date. We will refund the payment for the session, less 15% to cover any administration costs;
  - ii. we will not provide a refund for a no show or a cancellation within 14 days before the session date, unless there are extenuating circumstances that warrant special consideration. To cancel and request a refund due to extenuating circumstances, please email [training@elaa.org.au](mailto:training@elaa.org.au) and outline the extenuating circumstances, providing relevant documentation (e.g., medical certificate). If we accept your request, we will offer a course transfer to another session of the same value or refund the fee less 15% to cover any administration costs; and
  - iii. you can nominate an alternate participant if you are unable to attend the session. We will rely on you to obtain their consent before providing their details to us.
- c) For self-paced modules, we will not provide a refund for a change of mind or if you fail to access the module before your access expires.
- d) We do not provide refunds where you fail to log in to your membership profile before paying for the session or module and are therefore unable to access member prices.
- e) Please allow up to 14 days to process a refund.

## 16.6 Program changes

All details contained in the Learning Brought to Life professional development program and online platform may be subject to change without notice.

## 16.7 Privacy Statement

- a) In registering for ELAA professional development events, you consent to ELAA:
- i. providing event correspondence, announcements, and promotions via email to you;
  - ii. incorporating relevant details into a registration list (name, position, contact details & organisation). Information may also be made available to parties directly related to Learning Brought to Life, other professional development sessions, or one-off events for marketing purposes;
  - iii. for face-to-face events, photograph you. Photos will be used in our publications, website and any other promotional material associated with ELAA. Additionally, due to the prevalence of mobile recording devices ELAA disclaims all liability for the capture of your image by other attendees;
  - iv. use or re-share any public social media content on our own social media platforms. By posting to any public social media during our events, you permit ELAA to use such media and waive your legal rights to pursue any cause of action or claim for remuneration related to such media; and
  - v. for live, online events, record the sessions which may include your audio, chat, poll and Q&A responses. These recordings may be utilised for creation of additional professional development opportunities.
- b) Audio and video recording and literal transcripts by those not given explicit permission may result in your exclusion of professional development events and sessions.

## 16.8 Professional development materials

- a) The professional development presenter/s, sessions, events and self-paced modules may provide reference materials for your use during or after the professional development session, including:
- i. a copy of the slides;
  - ii. sample documents, templates, or other material for use during the professional development; and
  - iii. responses to questions.
- b) All materials made available are owned by ELAA and/or the individual presenter/s. You must not distribute them to any third party in any form without the prior written consent of ELAA.
- c) Professional development materials and the subject matter included in the learning module, express the views of the relevant author(s) alone. They do not necessarily represent the views of ELAA. Subject matter and information contained in the materials and learning module are advisory in nature and do not constitute formal, professional advice.

## 17. Complaints

### 17.1 Complaints procedure

- a) ELAA recognises that from time to time, a Member of the Association may have a complaint in relation to the service, offering or product, or another matter in relation to the Association.

- b) At the first instance, a complaint (either verbal or in writing) will be referred to an ELAA Senior Manager who will work with you to resolve your complaint within 2 Business Days.
- c) If you are not satisfied with the support provided to resolve your complaint, the ELAA Senior Manager will request that you detail your complaint in writing and refer your matter to the Complaints Manager at [complaints@elaa.org.au](mailto:complaints@elaa.org.au).
- d) An outcome of your formal grievance or complaint will be provided to you within 14 calendar days.
- e) A Member of the Association may make a complaint to the ELAA Complaints Manager by emailing [complaints@elaa.org.au](mailto:complaints@elaa.org.au) at any time during the complaints management process.

## 17.2 Dispute resolution and mediation

- a) A formal grievance or complaint made to the ELAA Complaints Manager shall be dealt with under the Rules of the Association.
- b) The Complaints Manager will attempt to resolve the matter within 14 calendar days of receipt of the formal complaint or grievance as per the procedure (clause 10 - Disputes and Mediation) as set out in the Rules of the Association.
- c) If the parties are unable to resolve the matter in dispute (or a party does not attend the meeting as specified in the Rules of the Association), then the Complaints Manager will notify the ELAA Board of the dispute and arrange a meeting at the presence of a mediator.
- d) If the mediation process does not resolve in the dispute, then the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

## 18. General

### 18.1 Changes to these Terms and Conditions

- a) We may change these Terms and Conditions from time to time and the changes will apply from the next membership year.
- b) If we make any material change to these Terms and Conditions, we will notify members before the renewal period for the next membership year begins].

### 18.2 Waiver

A waiver of a right, power or remedy must be signed by the party giving it and cannot be implied by conduct, delay or failure to act.

### 18.3 Severability

If a part of these Terms and Conditions is or becomes invalid or unenforceable under an Applicable Law, it is severed in the relevant jurisdiction but only to the extent it is invalid or unenforceable.

### 18.4 Governing law and jurisdiction

This Agreement is governed by the laws of Victoria, Australia and the parties submit to the exclusive jurisdiction of the courts exercising jurisdiction in that state.

## 19. Definitions and interpretation

### 19.1 Definitions

**Act** means the Associations Incorporation Reform Act 2012 and includes any regulations made under the Act.

**Add-on Package Fee** means the fee for any add-on packages, which may be the VECTEA Signatory Benefits Package or IR Advisory Subscription.

**Advisory Hours** means the number of hours of general advisory services provided by ELAA to you (upon your request) in relation to a topic that is the subject of your membership.

**Business Day** means a day other than a Saturday, Sunday, or public or bank holiday in Melbourne, Australia.

**Complaint** means an expression of dissatisfaction with the quality of an action taken, decision made, or service provided by ELAA made by a member of its Association, or a delay or failure in providing a service, taking an action, or making a decision by ELAA.

**Fees** means the Membership Fee and Add-on Package Fee.

**Materials** means the resources, documents and other materials we provide, or make available, to you.

**Member of the Association** means a member of the Early Learning Association Australia, as contemplated in rule 5(2) of the Early Learning Association Australia Inc Constitution.

**Member Portal** means the ELAA portal accessible to members.

**Membership Fee** means the fee for the membership based on the member type.

**Rules of the Association** means the Early Learning Association Australia Incorporated Constitution.

### 19.2 Interpretation

In these Terms and Conditions, unless specified otherwise:

- a) words such as “include”, “including”, “for example”, “such as” or similar expressions do not limit the words preceding them;
- b) headings do not affect interpretation; and
- c) a reference to time is to Melbourne, Victoria, Australia time.