

# Smart Energy Council

## Membership Terms and Conditions

### 1. Membership terms and contract

#### 1.1 What are these terms?

These terms (**Membership Terms**) explain the rules for your membership with the Smart Energy Council (ABN 32 006 824 148) (**SEC, we, us, our**). We will follow these Membership Terms. We also expect that you will follow these Membership Terms. [View our Privacy Policy Here](#)

#### 1.2 How is a contract formed?

A contract is formed between you and the SEC when you sign up to become a member and hit the 'subscribe' button (**contract**). The contract is made up of:

- (a) the form you submitted when you signed up;
- (b) these Membership Terms; and
- (c) the Membership Benefit Terms that are applicable to your selected Membership Tier.

### 2. Memberships

#### 2.1 Membership fees

The annual membership fees vary for each tier of membership (**Membership Tiers**). The fees are annual. They are displayed on our website and are included in the form you must complete to subscribe.

#### 2.2 Payment of membership fees

You must pay the relevant membership fee in full and in advance. The fee you pay us includes GST. You can pay using any of the payment methods shown at the time of payment. We'll confirm your membership once we've received payment.

#### 2.3 Length of membership

Your membership lasts for 12 months from the date that you sign up.

## **2.4    Automatic renewal of membership**

Memberships **will** automatically renew. We'll notify you [30] days before your membership is due to renew. We'll also tell you if the membership fee has changed. If you don't tell us before the renewal date that you want to cancel or downgrade your membership, your membership will automatically renew, and we'll charge the payment method you used before (or an updated one you've provided).

## **2.5    Upgrading or downgrading memberships**

You can upgrade your Membership Tier at any time by paying the difference between your current tier and the new one. Some benefits of the upgraded tier may not be available depending on when you upgrade. You can only downgrade at the time of renewal.

## **2.6    Cancellation of membership by you**

You can't cancel your membership partway through your membership year. You can only cancel at the end of your membership term before renewal.

## **2.7    Cancellation of membership by us**

We may cancel your membership or a full Membership Tier at any time. If we do, we'll either give you a prorated refund of your fees (considering how long is left on your membership) or offer to move you to a different tier, subject to any corresponding adjustment of the membership fee.

# **3.    Membership Benefits**

## **3.1    Membership Benefits**

Each Membership Tier has different benefits (**Membership Benefits**). These are displayed on our website. You will get access to the Membership Benefits included in the Membership Tier that you sign up to.

## **3.2    Membership Benefits Terms**

Membership Benefits are subject to these Membership Terms, however, some may come with extra terms that also apply (**Membership Benefit Terms**). Some of these are explained in Schedule 1. These may also be explained at the time a benefit is made available to you.

## **3.3    Availability of Membership Benefits**

Some Membership Benefits may be limited in capacity or only be available at specific times. For example:

- (a) if you join partway through the year, you might miss out on some time-based benefits (for example, events that have already happened) – these may become available to you in the following calendar year, or we may offer you alternative benefits in our discretion; and
- (b) some benefits may also have limited spots or availability, like seats at events or access to exclusive offers, which means we can't guarantee every member will be able to use every benefit and it is up to you to access the benefit before spots run out or within the relevant timeframe.

### **3.4 Changes to Membership Benefits**

We aim to provide all Membership Benefits as described. However, some benefits may become unavailable due to reasons beyond our control (for example third-party availability or changes to our internal strategy and policy). Where this happens:

- (a) we will endeavour to replace a Membership Benefit with something of equal or similar value; and
- (b) without limiting any rights you may have under any laws, these kinds of changes don't give you a right to cancel your membership or receive a refund.

We will only make changes when reasonably necessary and will aim to give you notice where possible.

## **4. Standards**

### **4.1 Membership standards**

As a member, you agree to always act professionally, respectfully, and ethically. You must not:

- (a) do anything that could damage our reputation, break any laws or regulations, or cause us to lose our charity or deductible gift recipient (DGR) status; and/or
- (b) use your membership in a way that could bring our organisation into disrepute, mislead others, or suggest that we endorse your personal or business activities.

We may end your membership if you breach these standards.

### **4.2 Our standards**

We aim to act professionally and respectfully in all our dealings with members. We'll deliver Membership Benefits and any corresponding services with care and we'll communicate clearly with you about your membership.

## **5.    Liability**

### **5.1    No limitation of the Australian Consumer Law**

If the services we provide under this contract fall constitutes a supply to a 'consumer' under the Australian Consumer Law (**ACL**) then nothing contained in this contract restricts or modifies guarantee, right or remedy which applies to this contract or is conferred on you under or by the ACL

### **5.2    Permitted ACL limitations**

To the extent that the ACL permits us to limit our liability for a breach of any guarantees imposed by the ACL, then to the extent permitted by the ACL, our liability for such breach is limited to the following as determined by us:

- (a)    the supplying of the services again; or
- (b)    the payment of the cost of having the services supplied again.

### **5.3    General limitation of liability**

If our supply under this contract is not to a 'consumer', or if we are otherwise unable to limit our liability under clause 5.2, then, so far as the law allows and to the extent we are permitted to limit our liability:

- (a)    we are not liable to you, whether such liability is based in breach of contract, tort (including negligence), statute, or otherwise, for any loss or damage that is indirect, incidental, special, punitive, or consequential, including losses that do not arise naturally from a breach of these Membership Terms, such as lost profits, lost business opportunities, or business interruption; and
- (b)    our total liability in connection with this contract, whether under contract, tort (including negligence), statute, or any other legal basis, will not exceed the amount of your annual Membership Fee.

### **5.4    General exclusion of warranties**

Without limiting the rest of this clause and so far as the law allows, all express or implied guarantees, warranties, representations, or other terms and conditions relating to this contract or its subject matter that are not contained in this contract are excluded from the contract, including any warranties or representations relating to quality, fitness for use or for any particular purpose, guarantee of any particular outcomes, reliability, functionality, and/or performance.

## **6.    Changes to these Membership Terms**

### **6.1    How can these terms change**

These Membership Terms or the Membership Benefit terms can be changed if we:

- (a)    agree in writing; or
- (b)    we tell you about a change in accordance with clause 6.2.

### **6.2    Changes with immediate effect**

If a change to these Membership Terms or the Membership Benefit Terms won't be detrimental to you or your membership or will benefit you, we will tell you about the change and the change will take effect immediately.

### **6.3    Changes with your consent**

If a change to these Membership Terms or the Membership Benefit Terms is, or may be, detrimental or disadvantageous to you, we will give you at least 30 days' notice of the change. If you don't agree to the change, you tell us and you can terminate your membership and we will give you a pro-rata refund of your membership fee. If you don't tell us within the notice period, we'll assume you accept the change and the change will take effect at the end of the notice period.

### **6.4    Last updated**

The date these terms were last updated are set out at the start of the terms.

## **7.    General**

### **7.1    Notices from us to you**

We'll send you any notices about your membership or this contract using the contact details you gave us and usually by email. It's your responsibility to keep your contact details up to date. If we email you, we'll consider the notice received when it's sent, even if you don't respond to it or open it.

### **7.2    Notices from you to us**

You can send us notice to the email or address listed on our website. Your notice will be considered received either if we confirm we've received it, or within 24 hours of when you sent it, unless you get a bounce back or similar that indicates it wasn't received.

### **7.3    Complete agreement**

This contract is the whole agreement between us regarding your membership. It replaces any prior agreements, understandings, representations, whether they were verbal or in writing.

### **7.4    No waiver**

Not using or enforcing any powers or rights under this contract doesn't mean that a party can't use or enforce it later. Any waiver of rights must be in writing and doesn't waive future breaches.

### **7.5    Removing invalid terms**

If a court finds any part of this contract to be illegal or not valid, that part will be removed, but the rest will still apply.

### **7.6    Assignment by you**

You can't assign or transfer this contract or your rights on it to anyone else without our written consent. This includes your membership, which is exclusive to you and cannot be reassigned to someone else.

### **7.7    Assignment by us**

We can assign or transfer this contract and our rights under it on written notice to you, as long we ensure the incoming party undertakes to be bound by our obligations under it.

### **7.8    Governing law and jurisdiction**

This contract is governed by the laws in force in New South Wales, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

## **8.    Interpretation**

8.1    Unless the contrary intention appears:

- (a)    words include the singular and plural;
- (b)    clause and subclause headings are for reference purposes only and don't limit or extend the language in any provisions;
- (c)    where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (d)    references to statutes include all statutes amending, consolidating or replacing such statutes;

- (e) \$ means the lawful currency of Australia, unless otherwise specified;
- (f) any reference to a party to this document includes its successors and permitted assigns; and
- (g) reference to the word “including” or “includes” means including but not limited to.

## **Schedule 1: Membership Benefits Terms**

This schedule explains Membership Benefit Terms. These terms are in addition to the Membership Terms. If there's a conflict between them, the terms in this schedule will apply, but only for the particular benefit they refer to.

### **1. Influence Industry Policy Engagement: Opportunities to participate in and help shape industry responses to changing Federal and State policy through engagement led by our well-connected team.**

- 1.1 As a core membership benefit, The Smart Energy Council provides a platform for members to contribute to industry responses to evolving Federal and State policy. Our well-connected team actively engages with government bodies and stakeholders to amplify the collective voice of our members and advocate for industry interests.
- 1.2 Members acknowledge this benefit is subject to the following.
  - (a) The ability to directly and actually influence policy outcomes is complex and subject to numerous external factors beyond our control, including government priorities, political processes, and the views of diverse stakeholders. While we strive to represent member interests effectively, The Smart Energy Council does not guarantee that any opportunity to contribute will have a direct effect, including specific policy changes, the adoption of particular positions, or that every member's individual policy concern will be directly represented in every forum.
  - (b) The Smart Energy Council retains sole discretion over its advocacy strategy, the policy positions we adopt, and the specific engagement methods employed.
  - (c) Our focus is on advancing the collective interests of the industry and our membership base as a whole, rather than addressing individual member-specific issues or business outcomes. Therefore, there is no guarantee that a member's specific or individual issues will be raised in responses to policies.
- 1.3 Member participation in our policy influence initiatives always remains subject to our internal processes and strategic alignment.



**2. Industry crisis response and management: Stay informed with our advocacy strike team and that works to amplify and represent the collective interests of members in government meetings and consultations.**

- 2.1 As a Membership Benefit, The Smart Energy Council aims to keep you informed about and actively respond to significant industry-wide crises that may affect our members. This may involve our advocacy team working to amplify our members' collective voices and interests in government meetings and consultations when deemed most impactful.
- 2.2 Members acknowledge that the level and nature of our crisis response and management efforts will vary based on several factors, including, but not limited to, the severity and scope of the crisis, the number of members affected, our available resources, strategic priorities, and the feasibility of effective intervention.
- 2.3 While we are committed to advocating for our members' collective interests, The Smart Energy Council retains sole discretion over which crises or issues it chooses to engage with, and the specific actions undertaken. This benefit does not guarantee individual representation, a specific outcome, or that all issues raised by members will be addressed through direct advocacy or government engagement. Our efforts are focused on broad industry impact rather than individual member disputes or specific business outcomes.

**3. Facilitated strategic introductions: Get direct assistance from our advocacy team to identify, connect, and engage with government, policy makers, and influencers.**

- 3.1 Introductions and connections will only be made when they are in the best interest of The Smart Energy Council and Industry. Further, a limit applies on the number of consultations or hours of support available per member per year to ensure equitable access for all eligible members.
- 3.2 While The Smart Energy Council will make reasonable efforts to facilitate connections and create opportunities, it does not guarantee any specific business outcomes, contracts, investments, or successful introductions for participating members.
- 3.3 The extent of facilitation will vary and may include initial contact, providing background information, and suggesting meeting protocols. Members are then responsible for pursuing the relationship.
- 3.4 The Smart Energy Council reserves the right to decline facilitation requests if they are deemed inappropriate, unfeasible, or if the target contact is unresponsive.

**4. Working Group Engagement: Enhance your competitive knowledge and shape the energy landscape through active participation in our working groups (limited seats available).**

- 4.1 All Working Group participants are expected to conduct themselves professionally, promoting a respectful and collaborative environment. Information shared within Working Groups may be considered confidential. Disclosure of confidential information outside the Working Group without explicit permission may result in removal from the Working Group, and in some cases, cancellation of membership.

**5. Marketing and PR Support: Receive guidance from industry experts for media amplification, publication support, and brand support to help strengthen the impact of your campaigns.**

- 5.1 Marketing and PR support is subject to availability and tailored to align with our broader communications priorities. It may consist of guidance, advice, and recommendations from industry experts. It does not include the execution of marketing or PR campaigns on behalf of the member.
- 5.2 Guidance may cover areas such as media outreach strategies, press release optimization, content amplification tactics, publication pitching advice, and brand messaging refinement. Specific services offered may evolve and will be communicated to eligible members. Access to industry experts is subject to their availability.
- 5.3 While we will endeavour to provide timely guidance, response times may vary. There may be a limit on the number of consultations or hours of support available per member per Membership Term to ensure equitable access for all eligible members.
- 5.4 While the guidance provided aims to help strengthen the impact of campaigns, The Smart Energy Council and its experts do not guarantee specific outcomes, media placements, or levels of engagement for member campaigns. Members are responsible for providing accurate, complete, and timely information about their campaigns, target audience, goals, and any existing marketing materials to enable effective guidance.

**6. Dedicated Advocacy Support: Receive dedicated support from one of SEC's advocacy or policy officers. Use your included sessions to receive assistance with your specific needs and objectives, ensuring your advocacy efforts are strategic and impactful.**

- 6.1 This support is intended to assist members in developing and refining their advocacy strategies related to their specific business. It is not a lobbying service performed by The Smart Energy Council on behalf of the members.
- 6.2 An 'included session' is defined as a scheduled consultation of up to 60 minutes. The number of included sessions per membership year is based on the Membership Tier.
- 6.3 Assistance during sessions may include, but is not limited to:
- (a) strategic advice on advocacy approaches;
  - (b) guidance on policy analysis and interpretation relevant to the member's objectives;
  - (c) support in preparing briefing materials or submissions (guidance and feedback, not drafting from scratch unless specified);
  - (d) advice on identifying and engaging with relevant stakeholders; and
  - (e) feedback on advocacy messaging.
- 6.4 This support does not include:
- (a) direct lobbying of government officials or policymakers by The Smart Energy Council officer on behalf of the individual member's specific commercial interests;
  - (b) legal advice or services - members should seek independent legal counsel for such matters
  - (c) guaranteed outcomes or specific policy changes;
  - (d) activities that would place The Smart Energy Council in a conflict of interest with its broader mission or other members.

**7.    Advisory Services: The opportunity to be involved as a key advisor in industry consultations that help us influence regulation and policy.**

Membership does not guarantee selection for every or any specific advisory role in industry consultations. Involvement may take various forms, including participation in special working groups, direct feedback on draft documents, attendance at consultation meetings with regulatory bodies alongside The Smart Energy Council staff.

**8.    Event Ticket Discounts: Enjoy discounted tickets to some of SEC’s paid SEC events, making it easier for you to participate and engage with the renewable energy community. \*excluding Smart Installer events**

8.1    Member discounts generally cannot be used in conjunction with other special offers, promotions, or group booking discounts unless explicitly permitted by The Smart Energy Council for a specific event.

8.2    Discounts do not extend to Smart Installer events and International Delegations

8.3    Discount percentages vary per Membership Tier.

8.4    Discount does not guarantee that tickets will be available or that you’ll be able to attend an event. All event tickets and entry are still subject to the event’s own terms and conditions, which apply to members as well.

**9.    Event Sponsorship Discounts: Enjoy discounts on sponsorships and exhibition participation costs for SEC events throughout the year**

9.1    Membership Discounts will be clearly stated on each event's specific prospectus. These discounts cannot be combined with other promotional efforts or special sales activities.

9.2    Discount does not guarantee that a member will be accepted as a sponsor or exhibitor, or that space will be available. All sponsorship and exhibition opportunities are subject to selection processes and participation terms and conditions, which also apply to members.

**10.   Opportunity to promote your events: Eligible member events may be promoted through our digital calendar, featuring both Council and member events, helping increase member visibility in our network.**

10.1   Events submitted for promotion must be appropriate for inclusion in the calendar, as determined by SEC. Events must be relevant to The Smart Energy Council's mission and the interests of its members and the broader renewable energy industry community. Whether the events are included is entirely in SEC’s discretion.

10.2 SEC makes no representations or guarantees regarding the level of visibility any specific event will receive, nor the number of attendees or any specific outcomes resulting from the event listing.

10.3 The member is solely responsible for all aspects of their event, including but not limited to event planning, management, ticketing, venue, speaker engagement, insurance, safety, participant experience, and handling of any enquiries or complaints related to their event.

**11. Exclusive Event Benefits: Enjoy member-only perks at our conferences and summits, including access to member lounges and complimentary coffee carts.**

11.1 Where your Membership Tier indicates this benefit as available, you will receive access to certain benefits at our conferences and summits. These perks are designed to enhance your event experience and could include amenities like dedicated member lounges, complimentary refreshments such as coffee, or other unique offerings.

11.2 The availability, type, and scope of these benefits are determined on an event-by-event basis and may not be present at all Smart Energy Council events.

11.3 SEC reserves the right to modify or withdraw these benefits at our discretion.

**12. Thought Leadership Opportunities: Showcase your expertise, share insights, and position yourself as an industry thought leader by submitting abstracts for presentation slots at our major events.**

12.1 Submission of extracts for consideration does not automatically guarantee a speaking position. Speakers will be subject to a selection process and selection is in the SEC's sole discretion.

12.2 All speakers are expected to foster a respectful, inclusive, and professional environment for all attendees. Events may have specific terms and conditions that apply, including a speaker release or participation form.

**13. International Connections and Networking: Connect with global industry leaders and create growth opportunities through facilitated introductions and trade delegations. \*additional costs apply**

13.1 While The Smart Energy Council will make reasonable efforts to facilitate connections and create opportunities, we do not guarantee any specific business outcomes, contracts, investments, or successful introductions for participating members.

13.2 The extent of facilitation will vary and may include initial contact, providing background information, and suggesting meeting protocols. Members are then responsible for pursuing the relationship.

**13.3** The Smart Energy Council reserves the right to decline facilitation requests if they are deemed inappropriate, unfeasible, or if the target contact is unresponsive. Members acknowledge that participation in international connection activities, particularly trade delegations and some bespoke facilitated introduction programs, will incur additional costs beyond standard membership fees.

**14. Facilitated Networking at Events: Our team will introduce and facilitate connections with industry leaders and peers, ensuring you build valuable and strategic relationships.**

14.1 The Smart Energy Council Team will, where feasible and appropriate, make direct introductions between members, and between members and identified industry leaders or peers present at the event.

14.2 Our team will use their best endeavours to make relevant and valuable introductions based on their knowledge of attendees and stated networking goals. However, the availability of specific individuals for introduction cannot be guaranteed as it depends on their own willingness and presence.

14.3 Once introductions are made, members are responsible for pursuing relationships themselves. We do not guarantee any specific business outcomes, contracts, investments, or successful introductions for participating members.

**15. Comprehensive Market Reports: Access detailed reports on energy storage, PV systems, and more. Stay informed with the latest insights and market trends for solar and battery systems by state and product type.**

15.1 The Smart Energy Council makes no representations or warranties regarding the accuracy, completeness, reliability, or suitability of the information contained within these reports. Any reliance you place on such information is strictly at your own risk. We're not responsible for any errors, omissions, or for any loss or damage that comes from your use of, or reliance on, these materials

**16. Regulation Guidance: Directory service and energy regulation strategy guidance**

16.1 As a membership benefit, The Smart Energy Council may provide access to a directory service and offer energy regulation strategy guidance.

- 16.2 **Directory Service:** The directory service is provided for general informational purposes to assist members in identifying relevant entities or contacts within the energy regulation landscape. While we strive for accuracy, The Smart Energy Council makes no representations or warranties regarding the completeness, accuracy, or current status of any information contained within the directory. We are not responsible for the services, conduct, or representations of any entities listed in the directory. Members are solely responsible for conducting their own due diligence before engaging with any listed entity.
- 16.3 **Energy Regulation Strategy Guidance:** Any energy regulation strategy guidance provided by The Smart Energy Council, whether through resources, events, or direct communication, is intended for general informational and educational purposes only. It is designed to offer insights into the complex regulatory environment and potential strategic considerations. This guidance does not constitute, and should not be relied upon as, legal, financial, or specific professional advice tailored to individual circumstances. Regulatory frameworks are constantly evolving, and individual situations require specific expert assessment.
- 16.4 The Smart Energy Council makes no representations or warranties as to the applicability, effectiveness, or specific outcomes of any strategy or information contained within our guidance materials. Members are solely responsible for seeking independent professional advice relevant to their specific business needs and legal obligations. The Smart Energy Council is not responsible for any errors, omissions, or for any loss or damage arising from your use of, or reliance on, the directory service or our energy regulation strategy guidance.
- 17. Member-Only communications: Stay updated with member-only communications, newsletters, and our Member WhatsApp channel for direct communication with SEC staff.**
- 17.1 It is the sole responsibility of the Member Company to appropriately enrol, register, and manage their authorised users to ensure they gain access to and can utilise the full range of membership services and benefits.
- 17.2 The Member Company warrants that all designated users are legitimate employees or affiliates who require access for the purposes consistent with the membership. The Member Company must ensure that their users are aware of and comply with all The Smart Energy Council's Terms and Conditions, Privacy Policy, and any specific rules related to individual benefits mentioned elsewhere.
- 17.3 The Smart Energy Council is not responsible for any delay or failure in access to benefits or services resulting from the Member Company's failure to appropriately enrol or manage its users. Any misuse of membership access or breaches of these terms by a designated user shall be considered a breach by the Member Company.

**18. Media & PR Training: Develop essential skills in our annual in-person workshops, covering effective communication, media engagement, crisis communication, and storytelling to help enhance your public communications and relations capabilities.**

- 18.1 The workshop will cover topics including, but not necessarily limited to, effective communication, media engagement strategies, principles of crisis communication, and storytelling techniques, as determined by us and the appointed trainer(s).
- 18.2 While the workshop aims to develop essential skills, The Smart Energy Council does not guarantee any specific level of skill acquisition or particular outcomes for participants. Skill development is also dependent on individual engagement and practice.
- 18.3 All attendees are expected to conduct themselves professionally and respectfully towards trainers, The Smart Energy Council staff, and other participants.
- 18.4 The Smart Energy Council fosters an inclusive learning environment. Harassment, discrimination, or disruptive behaviour will not be tolerated and may result in removal from the workshop without recourse.
- 18.5 Information provided during the workshop is for educational and skill development purposes only and does not constitute professional media, PR, legal, or crisis management advice tailored to any specific individual or organisational situation. Members should seek independent professional advice for their specific circumstances.

**19. Advocacy Training: Develop essential skills in our annual workshop, covering effective advocacy, how to navigate and work with state and federal bureaucracies, ministerial staff and elected officials using government, opposition and crossbench to drive change and deliver outcomes aligned with your business objectives**

- 19.1 The workshop will cover strategic approaches to advocacy, including understanding and navigating state and federal government structures (bureaucracies, ministerial offices, elected officials across government, opposition, and crossbench), and developing strategies to drive change and achieve outcomes aligned with business objectives, as determined by The Smart Energy Council and the appointed trainer(s).
- 19.2 Places in the workshop may reach capacity and therefore it is the members' obligation to ensure it enrolls in a timely manner.
- 19.3 The content provided is for educational and skill development purposes. It does not constitute specific lobbying advice for any particular issue, nor does it involve The Smart Energy Council lobbying on behalf of any individual member or their specific objectives.



19.4 The Smart Energy Council fosters an inclusive learning environment. Harassment, discrimination, or disruptive behaviour will not be tolerated and may result in removal from the workshop without recourse.

19.5 The training focuses on how to advocate effectively and ethically. While the workshop aims to develop essential advocacy skills, The Smart Energy Council does not guarantee any specific advocacy success, policy change, or achievement of business objectives for participants. Advocacy outcomes are influenced by numerous external factors.

**20. Discounted Advertising and Editorial Contributions: Get exclusive ad discounts and editorial opportunities in our newsletter. Promote your brand cost-effectively and share your insights with our extensive network.**

20.1 As a membership benefit, you may have access to discounted advertising rates and opportunities to contribute editorial content to our newsletter.

20.2 While we aim to provide these opportunities regularly, availability is limited and is offered on an "as-available" basis. Not all newsletter issues may have advertising space or editorial slots for purchase or contribution.

20.3 We maintain full editorial control and oversight over all content published in our newsletter, including member contributions and advertisements. We reserve the right to review, edit, or refuse any content or advertisement at our sole discretion, ensuring alignment with our publication standards and values.

**21. New Member Spotlight and Directory Listing: Enhance your digital presence with our Member Spotlight Also enjoy free placement in the Smart Energy Industry Directory, e-magazines, showcasing your logo, contact details, and capabilities for increased visibility and sales.**

21.1 The Smart Energy Council reserves the right to review all submitted content. The Smart Energy Council reserves the right, at its sole discretion and without liability, to reject, refuse to publish, or remove any Member Spotlight content or Directory listing (or part thereof) at any time if it is deemed to be: Inaccurate, misleading, or deceptive (in potential breach of Australian Consumer Law), Offensive, defamatory, discriminatory, or inappropriate, Infringing on the rights of any third party, In conflict with The Smart Energy Council's mission, values, or Code of Conduct, Potentially damaging to the reputation of The Smart Energy Council or its members, Containing illegal content or promoting illegal activities, Not relevant to the smart energy industry or The Smart Energy Council's audience.

## **22. Membership Badge & Logo Use: Display your Smart Energy Council Annual Membership Badge to showcase your affiliation and commitment to renewable energy excellence.**

- 22.1 The right to display the Membership Badge is granted exclusively to current, financial members of The Smart Energy Council . The Membership Badge may be used by the Member to:
- 22.2 Showcase their affiliation with The Smart Energy Council , Demonstrate their commitment to renewable energy excellence as represented bAdelaide convention centre -
- 22.3 The Smart Energy Council Membership Badge Approved Locations: Subject to these terms, the Membership Badge may be displayed on: The Member's official website, The Member's official social media profiles (e.g., LinkedIn, company Facebook page), The Member's business stationery (e.g., letterheads, email signatures, business cards), The Member's marketing and promotional materials (e.g., brochures, capability statements), directly related to the Member's organisation, Exhibition stands or displays at industry events. The Member must not use the Membership Badge in a way that is misleading, deceptive (in contravention of the Australian Consumer Law), defamatory, libellous, obscene, or otherwise objectionable, or that disparages The Smart Energy Council or its members. If the Member's membership with The Smart Energy Council ceases for any reason (e.g., non-renewal, termination, resignation), or if the Member is no longer in good standing, the licence to use the Membership Badge is automatically revoked, and the Member must immediately cease all use of the Membership Badge and remove it from all digital and physical materials.

## **23. Enhance your brand: have your work and products shared via the SEC's social media platforms.**

- 23.1 Submission of Member Content does not guarantee that it will be shared on SEC's social media platforms. The Smart Energy Council retains sole discretion in selecting content for publication. SEC has absolute discretion in deciding whether or not to share any Member Content. Factors influencing this decision may include relevance, quality, timeliness, alignment with The Smart Energy Council's strategic priorities and content calendar, and overall benefit to The Smart Energy Council's audience. The Member is solely responsible for the accuracy, truthfulness, and completeness of all submitted Member Content. Content must not be misleading or deceptive, in accordance with the Australian Consumer Law. Member Content must be professional, ethical, and appropriate for The Smart Energy Council's audience. The Smart Energy Council reserves the right to: Edit submitted Member Content for clarity, brevity, grammar, style, or to fit platform constraints (e.g., character limits). This may include modifying suggested captions or hashtags, Determine the timing, frequency, and specific social media platform(s) for any shared Member Content, Add its own commentary, hashtags (such as #SECMember or #SmartEnergy), or links when sharing Member Content.

23.2 The Smart Energy Council prioritises content that informs, elevates, or supports industry advancements over purely promotional commercial material. Content aligns with The Smart Energy Council's brand, tone of voice, and community standard. The Smart Energy Council may refuse to publish content that is political, elusive or otherwise not in the best interest of the energy industry's collaborative advancement.

23.3 For all imagery, video or audio submissions, members must ensure appropriate consents and releases for all identifiable individuals. The Smart Energy Council is not obligated to notify members when or if content is published or to provide updates on the status and engagements.

**24. CEO Access: Enjoy round table forums with the SEC CEO, providing direct engagement and personalised insights to support your business goals.**

24.1 Participation in CEO forum by invitation from The Smart Energy Council. Invitations may be extended based on Membership Tier, strategic relevance, a rotational basis to ensure equitable access among eligible members, or specific themes for discussion.

24.2 CEO round table forum will be scheduled at the discretion of The Smart Energy Council CEO, taking into account CEO availability and strategic priorities.

24.3 There is no guaranteed minimum number of forums per year.

**25. Exclusive Access and Connections: VIP invitations to face-to-face meetings and online webinars with ministers and other influential figures in the energy sector.**

25.1 The specific Ministers, their staff, or Influential Figures participating in any Event will be determined by The Smart Energy Council in consultation with the relevant offices/individuals, based on their availability, relevance, and the objectives of the engagement. All attendees are expected to conduct themselves with the highest level of professionalism, decorum, courtesy, and respect towards Ministers, Influential Figures, their staff, The Smart Energy Council staff, and other attendees. The Smart Energy Council facilitates these meetings as a convenor and does not act as a lobbyist for individual members during these Events.

**26. Leadership Access: Take advantage of meetings with SEC Leadership team members. Areas of expertise include advocacy, finance, operations, program delivery, marketing and events.**

26.1 The scheduling of meetings and the availability of specific Smart Energy Council Leaders are at the discretion of The Smart Energy Council, based on the nature of the request, the relevance of the expertise sought, SEC Leader availability, and strategic priorities. Meetings should align with the stated areas of SEC Leadership expertise: advocacy, finance, operations, program delivery, marketing, and events, and be relevant to the Member's engagement with the smart energy sector. The frequency and duration of such meetings per member will be managed by The Smart Energy Council to ensure equitable access for eligible members and will depend on the nature of the request and leadership availability.

**27. Exclusive Advocacy Events: Receive member-only invitations to advocacy events including round tables, Parliament visits, press conferences, and small group meetings. E.g. list events that will happen.**

The Smart Energy Council may direct invitations for specific Advocacy Events to members whose expertise, interests, or business profile align with the specific objectives or topic of the event to ensure effective and relevant participation. When participating in SEC-led Advocacy Events, members are generally expected to support and align with The Smart Energy Council's established policy positions and key messages for that specific engagement, unless the session is explicitly designated as one for diverse viewpoints.

**28. Gala Dinner: Free tickets to our Annual Gala Dinner and Awards Night. Join our annual dinner event which includes selected board members and key industry players, providing a unique opportunity for direct engagement and networking.**

28.1 As a valued member, you receive complimentary tickets to our Annual Gala Dinner and Awards Night. The quantity of tickets is outlined in the membership prospectus relative to your membership level. These tickets must be booked in advance through our standard event registration process and are subject to availability. Tickets are non-transferable and hold no cash value. Any specific terms and conditions for the Gala Dinner, including booking deadlines and attendance policies, will be communicated directly to members and detailed on the event's registration page.

**29. Exclusive Connection: Engage directly with the Senior Leadership team utilising your exclusive WhatsApp Group chat.**

29.1 As a membership benefit, you may be offered the opportunity for direct, private engagement with our Senior Leadership team via a dedicated WhatsApp chat. Participation in this private chat is entirely voluntary and is governed by this contract.

29.2 Members acknowledge and agree as follows.

- (a) Purpose and Conduct: This private chat is intended for direct, professional engagement with Senior Leadership to foster insights and discussion. All interactions must remain respectful, professional, and constructive.
- (b) No Guarantee of Response or Specific Advice: While this private chat offers direct access, The Smart Energy Council does not guarantee immediate responses from Senior Leadership, nor does participation imply a commitment to provide specific advice, address individual complaints, or influence organisational decisions. All interactions are for general informational and discussion purposes only and should not be relied upon as official advice or a substitute for formal communication channels.
- (c) Chat Management: The Smart Energy Council retains full administrative control over this private WhatsApp chat, including the right to discontinue the chat with any member at any time, at its sole discretion, for reasons such as misuse, unprofessional conduct, or a breach of these terms.
- (d) Official Communications: For formal inquiries, official complaints, or matters requiring a definitive organisational response, members must utilise established formal communication channels, in this case that is email communication.

**30. Tender & Grant reports: Receive a list of upcoming relevant grants and tenders that members can apply for, including a letter of support from The Smart Energy Council**

30.1 As a membership benefit, we may provide access to information regarding upcoming grants and tenders, which may include a letter of support from The Smart Energy Council. This information is compiled from various sources, including third parties, and is provided for general informational purposes only.

30.2 The Smart Energy Council makes no representations or warranties regarding the accuracy, completeness, currency, suitability, or availability of any listed grant or tender opportunity. We are not responsible for verifying the details, eligibility criteria, or application processes of external funding bodies or government departments. Any reliance you place on such information, or on the success of any application, is strictly at your own risk.

- 30.3 Our letter of support, if provided, is a general endorsement of the member's affiliation with the Smart Energy Council and does not constitute a guarantee of success, an assessment of the member's suitability for a specific grant or tender, or an assumption of any liability for the member's application or the funding outcome. Members are solely responsible for conducting their own due diligence, verifying all details, and ensuring their application meets all requirements of the relevant funding body. We are not responsible for any errors, omissions, or for any loss or damage arising from your use of, or reliance on, this information or our letter of support.

**31. Speaker database: Gain visibility through our promoted digital database, available via our website to all members and non-members alike.**

- 31.1 Members may gain visibility by being featured in our promoted digital speaker database, accessible via our website to both members and non-members. Participation in this database is strictly voluntary. By submitting their information for inclusion, members explicitly consent to the collection, use, and public display of their provided personal information (e.g., name, bio, topics, contact details) for the purpose of this database.
- 31.2 The Smart Energy Council reserves the right, at its sole discretion, to review, edit, or refuse any speaker's inclusion or content for any reason, including but not limited to, alignment with our standards, completeness, or accuracy. While we strive to maintain a valuable resource, SEC makes no representations or warranties regarding the accuracy or completeness of speaker-provided content, nor does inclusion guarantee speaking engagements or opportunities. Members can request removal or updates to their listing by contacting us. Full terms governing the Speaker Database, including privacy obligations and content submission guidelines, are outlined in our privacy policy.

**32. Member support resources: links to resources such as industry reporting, free courses and mental health support.**

- 32.1 By accessing the Smart Energy Council's member support resources including industry reports, free or subsidised training courses, and mental health materials, you agree to use them for personal, educational, and professional development purposes only. These resources are exclusive to active, financial members and must not be shared, republished, or used for commercial gain without written permission. Wellbeing resources are general in nature and not a substitute for professional advice. Access may be modified or withdrawn at any time. Use of these services implies consent to our Privacy Policy and tracking of usage to improve service delivery.