

Australian Retail Council Membership Terms and Conditions

1. Acceptance of Terms and Conditions

- 1.1 By applying for a membership with the Australian Retail Council (**ARC**), you are agreeing to these membership terms and conditions (**Terms and Conditions**).
- 1.2 These Terms and Conditions should be read in conjunction with the ARC Rules and Code of Ethics.

2. Eligibility for Membership

- 2.1 Membership is open to any organisation or operator of a Retail Industry Business, with an active Australian Business Number, whose principal purpose of business is the selling of goods or services directly to consumers for personal or household use, through physical stores, online, or other direct-to-consumer channels where approved by the ARC and/or the ARC Board but specifically excludes businesses, corporations, individuals, or companies that operate purely and primarily with the purpose of selling goods, services, materials, or articles of any kind on a wholesale basis or non-retail basis (**Eligible Member**).
- 2.2 Businesses, corporations, individuals, companies or educational institutions, that are non-retail organisations, are not eligible for Retailer Membership but may be eligible for a Non-Retailer membership type such as Industry Affiliate, Academic Association or Industry Professional.
- 2.3 The ARC reserves the right to:
 - a) subject to applicable law, approve or reject any application for membership.
 - b) assess and verify eligibility at the time of application and during the membership period in its absolute discretion.

3. Membership Types and Benefits

- 3.1 The ARC offers several membership types with varying benefits, each determined by the Member's annual Australian sales revenue.
- 3.2 Details of the current membership types, fees, benefits and their corresponding revenue bands are set out in the table below titled "Membership Types and Benefits".
- 3.3 Memberships are non-transferable without the prior written consent of the ARC. Any request for transfer is subject to the ARC's sole discretion and may be conditional upon terms specified by the ARC.

4. Duration of Membership

- 4.1 All memberships are valid for a period of twelve (12) months from the date of acceptance or renewal unless otherwise agreed in writing.
- 4.2 Subject to an invitation from ARC to renew, the Membership will renew for a further twelve (12) months unless the Member gives written notice to ARC prior to expiry that it does not wish to renew.

5. Membership Contributions

- 5.1 ARC membership contributions are determined based on a Member's annual Australian sales revenue, categorised into predefined revenue bands (**Membership Contributions**).
- 5.2 The ARC reserves the right to require any Member to submit an annual sales revenue band declaration, including but not limited to audited financial accounts of the Member and any of its associates or related bodies corporate. This requirement applies upon initial application and at each annual renewal, to determine the appropriate membership type and corresponding Membership Contribution.
- 5.3 The annual sales revenue band declaration must include total retail, trade, and commercial sales derived from all Australian operations. This includes, but is not limited to, revenue from retail and online store sales, franchisee sales, buying group activity and catalogue sales, as reported at the end of the most recent financial year.

- 5.4 Revenue from overseas operations where sales are not serviced from Australia, and wholesale sales, must be excluded from the declaration.
- 5.5 All data provided will be used exclusively for the purpose of determining the applicable Membership Contribution and for administering the Member's ARC Membership. This data will not be shared with any external party or stored outside the Member's ARC membership profile.
- 5.6 The ARC reserves the right to take corrective action, including the recovery of any underpaid Membership Contributions, where the ARC reasonably determines that a Member has knowingly under-reported revenue or submitted an incorrect revenue declaration.

6. Membership Fee Payment Terms

- 6.1 Membership fees will be invoiced two months in advance of the renewal date each year and are payable in full by the due date stipulated on the invoice.
- 6.2 Failure to pay within the stated period may result in suspension or termination of membership rights and benefits.
- 6.3 Membership fees are non-refundable notwithstanding that the membership is suspended, cancelled or transferred.

7. Membership Fee Increases

- 7.1 ARC may, following an annual review, vary the Membership fees in its discretion, and any such variation will take effect upon renewal of the Member's membership.
- 7.2 The ARC will notify Members of any proposed fee increases prior to the membership renewal date.

8. Adding or Removing Member Contacts

- 8.1 Each Member must nominate an account administrator who will, by written notice to ARC, manage and keep up to date the authorised contacts permitted to access membership benefits and services, including the Employment Relations Telephone Advisory Service.
- 8.2 The ARC reserves the right to request verification of authority for adding or removing their authorised contacts.
- 8.3 The Member acknowledges and agrees that any authorised contact nominated by the Member is duly authorised to act on the Member's behalf for all purposes related to these terms and conditions. This includes, without limitation, the authority to provide, disclose, and confirm any information required by the ARC, and the ARC is entitled to rely on any representations made by such authorised contact as if made by the Member.

9. ARC's Rules and Code of Ethics

The Member acknowledges and agrees that, by applying for and maintaining membership with the ARC, they have read, understood, and agreed to be bound by the ARC Rules and Code of Ethics and will comply with them for the duration of their membership.

10. Suspension or Cancellation by the ARC

- 10.1 The ARC reserves the right to suspend or cancel a Member's membership at any time if:
 - a) the Member is found to be in breach of these Terms and Conditions and/or ARC's Code of Ethics;
 - b) the Member no longer meets the definition of Eligible Member;
 - c) any amounts payable under these Terms and Conditions remain outstanding after the applicable due date; or
 - d) the Member engages in conduct that, in the reasonable opinion of the ARC, is prejudicial to the interests, reputation, or objectives of the ARC or its Members.
- 10.2 The ARC will provide written notice to the Member in the event of a suspension or cancellation, including the reason for such action and the effective date.
- 10.3 A Member whose membership has been cancelled by the ARC shall be entitled to schedule and attend a meeting with the ARC Board and shall be provided with a reasonable opportunity to present their case as to why their membership should not be cancelled.

- 10.4 After fair and proper consideration of the Member's submissions, the ARC Board may resolve to reinstate the Member's membership. Such a resolution must be passed by a two-thirds majority of Board members present and voting. If passed, the reinstatement shall take immediate effect.
- 10.5 Voting at the meeting shall be conducted by ballot if requested by any Board member present. The manner of conducting the ballot shall be determined by the Chair. A declaration by the Chair that a resolution has been carried or not carried shall be final and conclusive.

11.Cancellation of Membership by Members

- 11.1 A Member may cancel their membership at any time by providing written notice to ARC with a minimum of thirty (30) days' written notice.
- 11.2 The Member acknowledges and agrees that no refund of membership fees will be issued in the event of cancellation, regardless of the reason for cancellation or the time remaining in the membership term.

12.Privacy Collection and Policy

- 12.1 The ARC collects personal and business information for the purposes of administering membership and delivering services to its Members.
- 12.2 All data is collected, stored, and used in accordance with the ARC's Privacy Policy, available on request or on the ARC's website.

13.Amendments to Terms and Conditions

These Terms and Conditions shall be reviewed periodically by the ARC and may be amended from time to time. Members will be notified of any material changes, and continued membership following such notification will constitute acceptance of the revised Terms and Conditions.

ARC MEMBERSHIP TYPE AND BENEFITS

	NON-RETAILER MEMBERSHIPS			RETAILER MEMBERSHIPS	
	Academic Associate	Industry Professional	Industry Affiliate	Retailer - Premium	Retailer - Essentials Pre-1 Feb 2026
WORKPLACE RELATIONS SUPPORT					
Access to advice on non-complex matters via the ARC Workplace Relations hotline	X	X	X	Unlimited	Capped
Discounted fee for service legal support	X	X	X	✓	✓
Online HR Management Portal (ERMS) and access to ER resources such as wage rates, templates (contract, policy, & procedures) workflows & checklists	X	X	X	✓	✓
MEMBER BENEFITS PROGRAM					
Tenancy advice (incl. initial 30-min complimentary consultation)	X	X	X	✓	✓
Business legal advice on matters such as consumer law, commercial law, franchises and more (incl. one free business health check consultation)	X	X	X	✓	✓
MEMBER RESOURCES					
Access to member only content, data & insights via the ARC Member portal	✓	✓	✓	✓	✓
Access to policy and advocacy submissions and communications	✓	✓	✓	✓	✓
Access to Industry Action Plans and Resources	✓	✓	✓	✓	✓
EVENTS & WEBINARS					
Access to member only briefings and webinars	✓	✓	✓	✓	✓
Discounted tickets to ARC, partner, and industry conferences, forums, and events	✓	✓	✓	✓	✓
Invitations to member only roundtables and board room lunches	X	X	X	✓	X
TRAINING & EDUCATION					
Complimentary consultation with Head of ARC Retail Institute	X	X	X	✓	✓

Access to discounted accredited and non-accredited courses, workshops, micro-courses via ARC Retail Institute	✓	✓	✓	✓	✓
Access to pre-employment programs and job-ready job seekers	X	X	X	✓	✓
COMMUNITY ACCESS					
Advocacy and policy support	X	X	X	✓	X
Access to ARC Advisory Committees	X	X	X	✓	X
CEO access to ARC CEO Forum	X	X	X	✓ ¹	X
Access to ARC Executive Team	X	X	X	✓	X
Consultation and input into key strategic focuses and industry issues	X	X	X	✓	X
Invitations to ministerial & government briefings	X	X	X	✓	X
Invitations to industry roundtables	X	X	X	✓	X
Promotional, public relations & media support	X	X	X	✓	X
MEMBERSHIP ENGAGEMENT					
Dedicated Relationship Manager	X	X	X	✓	X
ARC Membership representative attendance at the member forums or conferences (where appropriate)	X	X	X	✓ ²	X
MARKETING OPPORTUNITIES					
Inclusion in ARC Supplier Directory	X	X	✓	X	X
Access to ARC marketing team for (paid) marketing opportunities	X	X	✓	X	X

1. Eligibility determined by annual sales revenue of \$50m+

2. In kind arrangements apply